

# **EXHIBIT E**

U.S. Department of Homeland Security  
Office of Acquisition Management  
24000 Avila Rd, Rm 3104  
Laguna Niguel, CA 92607-0680



**U.S. Immigration  
and Customs  
Enforcement**

October 16, 2009

The GEO Group, Inc.  
One Park Place, Suite 700  
621 NW 53<sup>rd</sup> St.,  
Boca Raton, FL 33487  
Attn: Mr. Ron Maddux

Subject: Solicitation No. HSCEDM-09-R-00003, Notice of Award

Thank you for submitting a proposal in response to the Detention Services Seattle Area Contract Detention Facility Request for Proposal (RFP) HSCEDM-09-R-00003.

Congratulations. Your proposal was evaluated in accordance with the criteria established in Section M of the RFP and it was determined to represent the best value to the Government. The total evaluated contract price [REDACTED]. The contract number for this award is HSCEDM-10-D-00001.

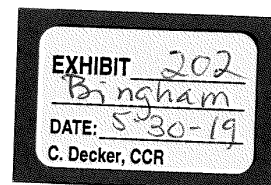
With this letter you will find a copy of the contract for your signature.

Please complete blocks 19A, 19B and 19C of the Standard Form 26 and return 1 copy of the completed form to Jun Surla at [jun.surla@dhs.gov](mailto:jun.surla@dhs.gov) or fax at (949) 360-3013.

If you have any questions, please contact Jun Surla at (949) 360-3073.

We look forward to working with you.

Bobbie Wright  
Contracting Officer



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GEO-State 00270461

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<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 330)		RATING		PAGE OF PAGES 1 : 42	
2. CONTRACT (Proc. Inst. Ident.) NO. HSCEDM-10-D-00001				3. EFFECTIVE DATE 10/24/2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 192110FSSTACK0002.1	
5. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration & Customs Enforcement OAO Detention Management Laguna Attn: Jun Surla (949) 360-3073 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA		8. ADMINISTERED BY (If other than item 5) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement OAO-Detention Management Laguna Attn: Jun Surla (949) 360-3073 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN				ITEM Section G			
CODE 6127064650000		FACILITY CODE					
11. SHIP TO/MARK FOR DEPARTMENT OF HOMELAND SECURITY IMMIGRATION AND CUSTOMS ENFORCEMENT 1623 EAST J STREET, STE 2 ATTN: JAMES GROHEWOLD (253) 779-606 TACOMA WA 98421		CODE SEATAC/DRO		12. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FOD-FSE Williston VT 05495-1620		CODE ICE-DRO-FOD-FSE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input type="checkbox"/> 10 USC 2304 (a) <input type="checkbox"/> 41 USC 363 (a)				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued							
15G. TOTAL AMOUNT OF CONTRACT							\$0.00
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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X	F	DELIVERIES OR PERFORMANCE	20	L INSTRS., CONDS., AND NOTICES TO OFFERORS			
X	G	CONTRACT ADMINISTRATION DATA	21	M EVALUATION FACTORS FOR AWARD			
X	H	SPECIAL CONTRACT REQUIREMENTS	23				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 17A. NAME AND TITLE OF SIGNER (Type or print) Ron Maddux VP Project Development				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HSCEDM-09-R-00003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
17B. NAME OF CONTRACTOR				17C. DATE SIGNED			
17D. UNITED STATES OF AMERICA				17E. DATE SIGNED			
17F. SIGNATURE OF PERSON AUTHORIZED TO SIGN				17G. SIGNATURE OF THE CONTRACTING OFFICER			

FORM 3400-1-102-0003  
PREVIOUS EDITION IS UNUSABLE

STANDARD FORM 34 (Rev. 6-83)  
Prescribed by GSA  
FAR (48 CFR) 53.214(a)



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-10-D-00001PAGE OF  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 612706465 . Finance POC: [REDACTED] Contracting Officer Technical Representative (COTR) POC: [REDACTED] . The North American Industry Classification System (NAICS) Code is 561210, Facility Support Services (Size Standard of [REDACTED]) . The Federal Service Code (FSC) is S206, Guard Services. . FOB: Destination  ----- BASE PERIOD: The Period of Performance shall be from October 24, 2009 through October 23, 2010.				
0001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated [REDACTED] bed capacity)  The Government's minimum quantity of [REDACTED] [REDACTED] [REDACTED] to be ordered via task order.				0.00
0001A	Bed-day rate for [REDACTED] This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. . Obligated Amount: \$0.00				
0001B	Bed-day rate for quantities in excess of [REDACTED] bed-days. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. . Obligated Amount: \$0.00				
0002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT				0.00
0002A	Transportation Fixed Flat Rate for [REDACTED] Passenger Vehicles and [REDACTED]; [REDACTED] Passenger Vehicles. Unit of Issue MO is equivalent to Month. . Continued ...				

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)  
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**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00				
0002B	Estimated Fuel Cost for [REDACTED] Vehicles for [REDACTED] Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. . Obligated Amount: \$0.00				
0002C	Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. . Obligated Amount: \$0.00				
0002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue LO is equivalent to Lot. . Obligated Amount: \$0.00				
0002E	OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. . Obligated Amount: \$0.00 Continued ...				

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## CONTINUATION SHEET

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HSCEDM-10-D-00001PAGE OF  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.</p> <p>Obligated Amount: \$0.00</p> <p>-----</p> <p>OPTION PERIOD ONE: The Period of Performance shall be from October 24, 2010 through October 23, 2011.</p>	1	LO	114,975.00	114,975.00
1001	<p>DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated [REDACTED] bed capacity)</p> <p>The Government's minimum quantity of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] to be ordered via task order. (Option Line Item) 10/24/2010</p>				0.00
1001A	<p>Bed-day rate for [REDACTED]. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2010</p>				0.00
1001B	<p>Bed-day rate for quantities in excess of [REDACTED] bed-days. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2010</p>				0.00
1002	<p>TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT. (Option Line Item) 10/24/2010</p>				0.00
1002A	<p>Transportation Fixed Flat Rate for [REDACTED] Passenger Vehicles and [REDACTED]; [REDACTED] Passenger Vehicles. (Option Line Item) 10/24/2010</p> <p>Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002B	Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED]. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2010				0.00
1002C	Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2010				0.00
1002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2010				0.00
1002E	OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. (Option Line Item) 10/24/2010				0.00
1003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. Continued ...	1	LO	114,975.00	0.00

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OPTIONAL FORM 336 (4-86)  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 10/24/2010  ----- OPTION PERIOD TWO: The Period of Performance shall be from October 24, 2011 through October 23, 2012.				
2001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated [REDACTED] bed capacity)  The Government's minimum quantity of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] to be ordered via task order. (Option Line Item) 10/24/2011				0.00
2001A	Bed-day rate for [REDACTED] This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2011				0.00
2001B	Bed-day rate for quantities in excess of [REDACTED] bed-days. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2011				0.00
2002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT. (Option Line Item) 10/24/2011				0.00
2002A	Transportation Fixed Flat Rate for [REDACTED] Passenger Vehicles and [REDACTED] Passenger Vehicles. Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2011				0.00
2002B	Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED] Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. (Option Line Item) Continued ...				0.00

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OPTIONAL FORM 336 (4-86)  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	10/24/2011				
2002C	Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2011				0.00
2002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2011				0.00
2002E	OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. (Option Line Item) 10/24/2011				0.00
2003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.  (Option Line Item) 10/24/2011  ----- OPTION PERIOD THREE: The Period of Performance shall be from October 24, 2012 through October Continued ...	1	LO	114,975.00	0.00

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OPTIONAL FORM 336 (4-86)  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	23, 2013.				
3001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated [REDACTED] bed capacity)  The Government's minimum quantity of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] to be ordered via task order. (Option Line Item) 10/24/2012				0.00
3001A	Bed-day rate for [REDACTED]. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2012				0.00
3001B	Bed-day rate for quantities in excess of [REDACTED] bed-days. This is a fully burdened rate. Unit of Issue DA is equivalent to Bed-Day. (Option Line Item) 10/24/2012				0.00
3002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT. (Option Line Item) 10/24/2012				0.00
3002A	Transportation Fixed Flat Rate for [REDACTED] [REDACTED] Passenger Vehicles and [REDACTED] [REDACTED] Passenger Vehicles. Unit of Issue is MO is equivalent to Month. (Option Line Item) 10/24/2012				0.00
3002B	Estimated Fuel Cost for [REDACTED] Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED]. Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2012				0.00
3002C	Estimated Fuel Cost for [REDACTED] [REDACTED] Passenger Vehicles for [REDACTED] miles. Contractor shall not exceed the amount shown without prior approval by the Contracting Continued ...				0.00

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OPTIONAL FORM 336 (4-88)  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue MO is equivalent to Month. (Option Line Item) 10/24/2012				
3002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2012				0.00
3002E	OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. (Option Line Item) 10/24/2012				0.00
3003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2012	1	LO	114,975.00	0.00
	----- OPTION PERIOD FOUR: The Period of Performance shall be from October 24, 2013 through October 23, 2014.				
4001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated [REDACTED] bed capacity)  The Government's minimum quantity of [REDACTED] [REDACTED] [REDACTED] [REDACTED] Continued ...				0.00

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OPTIONAL FORM 335 (4-86)  
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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of [REDACTED] Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2013				
4002E	OVERTIME Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue HR is equivalent to Hour. (Option Line Item) 10/24/2013				0.00
4003	<b>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</b> Unit of Issue LO is equivalent to Lot. (Option Line Item) 10/24/2013  The total amount of award: \$305,519,843.60. The obligation for this award is shown in box 15G.	1	LO	114,975.00	0.00

NSN 7540-01-152-8067

OPTIONAL FORM 336 (4-86)  
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SECTION C – DESCRIPTION/SPECIFICATIONS

Statement of Objectives  
Detention Services  
Seattle Area Contract Detention Facility  
HSCEDM-10-D-00001

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## **STATEMENT OF OBJECTIVES**

### **U. S. IMMIGRATION AND CUSTOMS ENFORCEMENT DETENTION SERVICES**

#### **C.1 U. S. IMMIGRATION AND CUSTOMS ENFORCEMENT GOALS**

The United States Department of Homeland Security (DHS), U.S. Immigration & Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation and deportation of illegal aliens in removal proceedings, and aliens subject to final order of removal from the United States. ICE houses detainees in Contract Detention Facilities (CDF), Service Processing Centers (SPC), and other federal, state, local and private facilities.

#### **C.2 PURPOSE**

##### **C.2.1 ICE DRO Mission**

The mission of the Detention and Removal Operations Program (DRO) is the planning, management, and direction of broad programs relating to the supervision, detention and deportation of detainees who are in the United States illegally. These activities are chiefly concerned with the processing and enforcement of departure from the United States of detainees who have entered illegally or have become removable after admission.

In implementing its mission, DRO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

##### **C.2.2 Statement of Objectives**

This Statement of Objectives (SOO) is for performance-based services and applies to designated ICE solicitations and contracts for detention and transportation services at contractor-owned and contractor-owned facilities. This SOO sets forth the contract objectives and other relevant information that applies to solicitations and contracts that incorporate this SOO.

##### **C.2.3 Performance Work Statement**

This SOO and the relevant solicitation contain ICE-developed model performance work statements (PWS) that are germane to the designated location. The solicitation invites offerors to modify the model PWS(s) and propose a PWS that both complies with ICE operational and legal requirements and specifically correlates with the offeror's proposed solution. Accordingly, a final PWS will become a part of the resultant contract. See Attached Sample Performance Work Statement.

#### **C.3 CONTRACT OBJECTIVES – TOP LEVEL**

**C.3.1** A fully controlled, secured, safe and supervised facility and its detainees will be achieved, with no detainee escapes and no unauthorized entries.

**C.3.2** The staffing of fully trained, knowledgeable and responsive detention officers (armed/unarmed) and support personnel, including managers, who have proper security clearances and efficiently carry out the law enforcement and administrative duties required by the contract, laws and regulations.

**C.3.3** The timely acquiring and/or accomplishing of training, certifications, licenses, drug testing, uniforms, equipment, supplies and vehicles necessary to provide the full range of required detention and transportation

services seven (7) days a week, twenty-four (24) hours per day throughout the contract period of performance.

#### **C.4 SPECIFIC OBJECTIVES**

##### **C.4.1 Facility Security and Control**

Each facility is fully guarded and controlled. Access and egress points are fully secured to ensure that no escapes and unauthorized entries occur. Records and reports are maintained and submitted in a timely and accurate manner. Detainee inspections, counts, handling and supervision are carried out in a timely, courteous and, if applicable, force-appropriate manner. Contraband will be secured, controlled, inventoried and timely reported to ICE, as prescribed under the applicable contract(s).

##### **C.4.2 Health, Safety and Emergency**

The facility shall be fully compliant with all applicable health and safety codes and standards. Detainee supervision shall be effective so as to minimize and quickly stop disturbances. Medical services and responses to injuries and illness shall be prompt and provide the proper medical care and attention.

##### **C.4.3 Property, Equipment, Supplies and Information**

Government-owned property, equipment, supplies and information shall be safeguarded, timely inventoried, and controlled, in accordance with applicable procedures. Firearm usage and storage at facilities shall be in accordance with ICE and state standards and licensing requirements. All valuables, whether Government-owned, contractor-owned, detainee-owned, or contraband, will be properly controlled, secured, managed and released or disposed of.

##### **C.4.4 Contractor Employee Training**

The Contractor's employees satisfactorily complete all required training on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand.

#### **C.5 PERFORMANCE MEASURES**

The following measures are applicable to this SOO and resultant PWS. The PWS may include additional objectives and measures that are relevant and specific to the site for which services are being acquired.

**C.5.1** All guard posts are staffed and patrols and inspections are accomplished in accordance with the contract and applicable standards. No escapes and unauthorized entries occur. Records and reports are maintained and submitted in a timely and accurate manner. Detainee inspections, counts, handling and supervision are carried out in a timely, courteous and, if applicable, force-appropriate manner.

The contractor's preventive actions, searches and detection processes shall ensure that all contraband is timely seized, controlled and reported to ICE officials. No loss or misplacement of contraband or other controlled items occur.

**C.5.2** No health and safety code violations occur. Emergency safety plans are complete, effective and in place. Detainee supervision minimizes and stops disturbances within 3 minutes following occurrences. Responses to injuries and illness are provided immediately in the cases of emergencies, and within one hour in cases of non-emergency situations.

**C.5.3** Government-owned property, equipment, supplies and information are safeguarded, inventoried, and controlled, in accordance with applicable contract requirements and procedures. No loss of property by

negligence or theft occurs. Inventory reports of controlled property are submitted on time, and detainee property is accurately logged, secured and returned.

No accidents or violations of firearm usage occur and weapon storage at facilities shall be in accordance with ICE and state standards and licensing requirements. Firearm safety is exercised and no unauthorized use or firings occur.

**C.5.4** The Contractor's employees satisfactorily complete all required training on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand. No more than 10% of the contractor's employees require remedial or repeat training per year due to poor or substandard performance.

## **C.6 PARTNERING PHILOSOPHY**

A major intent of this acquisition is to create a "partnership" between ICE and the Contractor. ICE intends to structure the contract in a manner that ensures the Contractor's goals and objectives are in alignment with those of ICE. Superior performance on the Contractor's part will have both an indirect and direct effect on the accomplishment of ICE's mission. Within the context of the ICE/Contractor partnership, ICE does not use the terms "partner" and "partnership" as legal terms. The ICE/Contractor partnership will reflect the attributes of an open, collaborative, customer-oriented, and professional relationship. In addition to meeting the program objectives, the contractor is encouraged to:

1. Consistently take steps to understand ICE's crucial national security mission, its business issues and opportunities, and its responsibilities under Section 287(g) of the Illegal Immigration Reform and Immigrant Responsibility Act;
2. Work collaboratively with other Federal, state and local law enforcement organizations, contractors, government agencies, and business partners to ensure success; and
3. Under a performance-based contract, performance measures and metrics will be used extensively to monitor contractor performance. ICE and the Contractor will monitor progress using agreed-upon performance metrics.

## **C.7 PLACE OF PERFORMANCE**

Program objectives for this SOO will be monitored by and reported to the U. S. Immigration and Customs Enforcement, Office of Acquisition Management-Laguna, 24000 Avila Road, Room 3104, Laguna Niguel, CA 92677. The detention and transportation work will be performed at the Seattle, Washington area.

## **C.8 PERIOD OF PERFORMANCE**

The anticipated total period of performance of each contract is five years, inclusive of any options.

## **C.9 CONSTRAINTS**

The following constraints comprise the statutory, regulatory, policy and operational considerations that will impact the contractor. The contractor is expected to become familiar with all constraints affecting the work to be performed. These constraints may change over time; the contractor is expected to be knowledgeable of any changes to the constraints and perform in accordance with the most current version of the constraints. Constraints include, but are not limited to:

- a) Memoranda of Understanding between ICE and individual law enforcement jurisdictions that may apply
- b) Department of Homeland Security Management Directive (MD) 11042.1 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information
- c) Department of Homeland Security Management Directive (MD) 11050.2 - Personnel Security and Suitability Program
- d) Other applicable Executive Orders and Management Directives

- e) Post Orders
- f) General Directives
- g) American Correctional Association (ACA) Standards for Adult Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the Internet website <http://www.aca.org/store/bookstore/>
- h) ICE/ DHS Officer's Handbook (current and future editions, as issued)
- i) A Guide to Proper Conduct and Relationships with Aliens and the General Public – <http://onlineplus.uscis.dhs.gov/lpbinplus/lpext.dll/Infobase/ddm/ddm-1/ddm-10477?f=templates&fn=document-frame.htm#ddm-appendix-32-26-1>
- j) The ICE/DHS Performance Base Detention Standards – A copy is obtainable on the Internet website <http://www.ice.gov/partners/dro/PBND/index.htm>
- k) All rules and regulations governing usage of firearms, public buildings and grounds
- l) All regulations provided to the Contractor through the COTR
- m) Computer Security Act of 2002
- n) The Patriot Act of 2001
- o) The Illegal Immigration Reform and Immigrant Responsibility Act (IIIRA), P. L. 104-208
- p) Federal Acquisition Regulations (FAR) and Department of Homeland Security Acquisition Regulations (HSAR)
- q) Applicable federal, state facility codes, rules, regulations and policies
- r) Applicable federal, state and local labor laws and codes
- s) Applicable federal, state and local firearm laws, regulations and codes
- t) Alignment with external sources (e.g. state and local law enforcement organizations)
- u) Pre-clearance approvals are required for access to ICE field staff, facilities and information
- v) Pre-employment suitability clearance is required for contract employees before any access is granted to ICE field staff, facilities and information
- w) All applicable environmental requirements, including Executive Orders and Management Directives
- x) Existing lease agreements
- y) DHS Non-Disclosure Agreement Requirements
- z) Organizational Conflict of Interest Provisions

Accomplishments of some ACA standards are augmented by DHS/ICE policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE policy or standards, DHS/ICE policy and standards prevail.

#### **C.10 Quality Assurance Surveillance Plan (QASP)**

ICE has developed a Quality Assurance Surveillance Plan (QASP), which sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. It presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

The purpose of the QASP is to:

1. Define the roles and responsibilities of participating Government officials.
2. Define the types of work to be performed.
3. Describe the evaluation methods that will be employed by the Government in accessing the Contractor's performance.
4. Describe the process of performance documentation.



## **SECTION D - PACKAGING AND MARKING**

HSCEDM-10-D-00001

**This section is intentionally left blank.**

## SECTION E – INSPECTION AND ACCEPTANCE

### 52.246-4 Inspection of Services - Fixed-Price (AUG 1996)

- (a) *Definition:* Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish; and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conformed with the contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may -
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

#### E.1 - Inspection by the Government

The Government has the right to inspect the posts manned by the Contractor's personnel. The COTR will note deficiencies and refer them to the Contractor for corrective action. After taking corrective action, the Contractor shall inform the COTR in writing.

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seize documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by the Contractor, or its employees. The Government shall not unduly disrupt or delay Contractor work when inspecting.

#### E.2 - Methodology to Be Used to Monitor the Contractor's Performance

100 Percent Inspection: This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

Random Sampling: This is the most appropriate method for frequently recurring tasks. With random sampling, services are sampled sporadically to determine if the level of performance is acceptable.

Planned Inspection: This method is appropriate to evaluate tasks at a set time.

Customer Complaint: This method is based on subjective opinions regarding performance standards and includes data elements necessary to begin an investigation. Any required service can have a valid Customer Complaint as an alternative method of surveillance.

#### E.3 - Customer Complaint

All Customer Complaints will be reviewed by the COTR. The COTR shall verify the performance and determine the validity of the complaint. The COTR will notify the Project Manager of the customer complaint, annotating the time of the notification on the Customer Complaint. The Project Manager will respond in writing to the COTR within two (2) working days of notification.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **52.242-15 Stop-Work Order (AUG 1989)**

### **52.242-17 Government Delay of Work (APR 1984)**

#### **F.1 - Period of Performance**

The period of performance for the Base Period shall commence upon the start date specified in the Notice to Proceed and continues for a period of twelve (12) months.

#### **F.2 - Notice to the Government of Delays**

If the Contractor has difficulty or anticipates difficulty meeting performance requirements, the Contractor shall immediately notify the Contracting Officer and the COTR in writing. The Contractor shall give pertinent details. This data is information only. The Government receipt of this information shall not be construed as Government waiver of any delivery schedule, rights or remedies provided by law or under this contract.

#### **F.3 - Deliverables of Written Documentation**

Written documentation and/or deliverables must be submitted as prescribed in Section J-Attachment 4.

#### **F.4 - Reporting Requirements**

The Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice presented for payment to the COTR. The report shall cover the term for which the invoice is submitted and shall list by site any significant events that occurred during the reporting period with respect to the accomplishments of the tasks, a summary of what work was accomplished, problems and resolutions (address problem areas, results obtained relating to previously identified problem areas, and recommendations involving impact on technical, price and scheduling).

#### **F.5 - Monetary Adjustments for Unsatisfactory and Non Performance of Required Standards**

ICE developed a model Quality Assurance Surveillance Plan (QASP) see Section J-Attachment 2, which sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. It presents the potential withholdings and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. Define the roles and responsibilities of participating Government officials.
2. Define the types of work to be performed.
3. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
4. Describe the process of performance documentation

#### **F.6 - Report Cards on Contractor Performance**

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, and commitment to customer satisfaction.

Federal agencies are required to evaluate Contractor performance. The Government completes and forwards the Contractor performance evaluation to the Contractor for review within 30 calendar days at the end of each period of performance or contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Contractor performance evaluations shall be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 - CONTRACT ADMINISTRATION OFFICE

DHS, Immigration & Customs Enforcement  
Office of Acquisition Management-Laguna  
24000 Avila Road, Room 3104  
Laguna Niguel, CA 92677

#### G.1.1 – CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and condition. The Contracting Officer may execute contract modifications de-obligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

All modifications and/or changes to this contract must be in writing, signed and approved by the Contracting Officer.

### G.2 - CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVES (COTR(s))

- a. The Contracting Officer's Technical Representatives (COTR(s)) below are designated to coordinate the technical aspects of this contract and inspect items/services/invoices furnished hereunder, however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.
- b. The COTRs are authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.
- c. The Contracting Officer Representatives are:  
Primary: James Gronewold. Tel # (253) 779-6060  
Secondary: Thomas Giles. Tel # (253) 779-6080  
Immigration & Customs Enforcement  
Detention & Removal Operations-Seattle

The COTR(s) are responsible for monitoring the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer. The COTR(s) may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry or otherwise serves to facilitate the Contractor's compliance with the contract.

To be valid, the technical directions by the COTR(s):

- Must be consistent with the general scope of work set for the in this contract
- May not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract, and
- Shall not constitute a basis for any increase in the contract's estimated cost or extension to the contract or period of performance.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this contract entitled 'CHANGES" (FAR 52.243-1 Alternate 1), the Contractor shall not implement such

direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the contractor's receipt of such direction.

If after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the contractor to proceed pursuant to the authority granted in that clause.

In the event a determination is made that it is necessary to avoid a delay in performance of the contract, the Contracting Officer may direct the contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the contractor. Should the Contracting Officer later determine that a change direction is appropriate; the written direction issued hereunder shall constitute the required change direction.

### **G.3 - SUBMISSION OF INVOICES/VOUCHERS FOR PAYMENT OF SERVICES**

ICE shall pay for accepted services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of bed days, mileage, stipend, labor hours, and travel costs or as listed contract line items performed at the agreed contract price. Contract Number and/or Task Order Number must be clearly marked on the invoice. All invoices shall be submitted via one of the following methods:

a). By Mail:

DHS, ICE Burlington Finance Center (BFC)  
P.O. Box 1620  
Williston, VT 05495-1620  
Attn: ICE-DRO-FOD-FSE

b). By Fax: 802-288-7658 (include a cover sheet with point of contact and number of pages)

c). By Email: [Invoice.Consolidation@dhs.gov](mailto:Invoice.Consolidation@dhs.gov)

Invoices submitted by other than these three methods will be returned. The Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

If deficiencies and errors were found on the invoice, BFC shall return the invoice and will notify the COTR and Contracting Officer regarding invoice deficiencies and errors. For performance issues and deficiencies, the COTR shall notify and forward the invoice to the Contracting Officer for contractual action.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 - CLAUSE AND PROVISION NUMBERING:**

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

### **H.2 – BACKGROUND AND SECURITY CLEARANCE PROCEDURES**

The Contractor shall process all background investigations through the ICE Security Office via the COTR prior to contract start date. ICE shall have complete control over granting, denying, suspending, and terminating employment suitability checks for Contractor employees and prospective employees. If the COTR receives a report indicating the unsuitability of any employee or prospective employees, the COTR shall inform the Contractor that the Government will not allow the individual on site. See Section J-Attachment 10 for the E-QIP instructions and forms.

### **H.3 - PRICING OF MODIFICATIONS**

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and Contracting Officer. In addition, if the proposal includes a time extension, justifications therefore, will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

### **H.4 - ORDERING ACTIVITY**

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by a Contracting Officer, Immigration & Customs Enforcement, Office of Acquisition Management, Detention Management (DM)-Laguna, California.

### **H.5 - INDEMNIFICATION**

#### **A. Responsibility for Government Property**

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

#### **B. Hold Harmless and Indemnification Agreement**

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

#### **C. Government's Right of Recovery**

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any

insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

D. Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

## SECTION I - CONTRACT CLAUSES

### **52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: [www.arnet.gov/far](http://www.arnet.gov/far)

### **52.202-1 Definitions (JUL 2004)**

### **52.203-3 Gratuities (APR 1984)**

### **52.203-5 Covenant Against Contingent Fees (APR 1984)**

### **52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)**

### **52.203-7 Anti-Kickback Procedures (JUL 1995)**

### **52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)**

### **52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)**

### **52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)**

### **52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)**

### **52.203-14 Display of Hotline Poster(s) (DEC 2007)**

(b) (3) DHS OIG Hotline Poster; [http://www.dhs.gov/xoig/assets/DHS\\_OIG\\_Hotline.pdf](http://www.dhs.gov/xoig/assets/DHS_OIG_Hotline.pdf)

### **52.203-15 Whistle Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009)**

### **52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)**

### **52.204-7 Central Contractor Registration (APR 2008)**

### **52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)**

### **52.204-10 Reporting Subcontract Awards (SEP 2007)**

### **52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)**

### **52.215-2 Audit and Records - Negotiation (MAR 2009)**

### **52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)**

### **52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)**

### **52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)**

### **52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)**

### **52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997)**



**52.215-14 Integrity of Unit Prices (OCT 1997)**

**52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)**

**52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)**

**52.215-19 Notification of Ownership Changes (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)**

**52.216-18 Ordering (OCT 1995)**

Contract Award; Last Day of 4<sup>th</sup> Option Period, if exercised.

**52.216-19 Order Limitations (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than:

CLIN 1 - Detention Service

[REDACTED] Bed-Days

The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of:

[REDACTED]

[REDACTED]

(2) Any order for a combination of items in excess of 100 percent of (b) (1) above; or

(3) A series of orders from the same ordering office within 5 days that together calls for quantities exceeding the limitations in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the

Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 Indefinite Quantity (OCT 1995)**

The final day of the 4<sup>th</sup> option period, if exercised.

**52.217-8 Option to Extend Services (NOV 1999)**

30 days

**52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) 30 days; 60 days

(c) 60 months under FAR 52.217-8

**52.219-8 Utilization of Small Business Concerns (MAY 2004)**

**52.219-9 Small Business Subcontracting Plan (APR 2008)**

**52.219-16 Liquidated Damages – Subcontracting Plan (Jan 1999)**

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans; the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by that commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**52.219-28 Post-Award Small Business Program Representation (MAR 2009)**

**52.222-1 Notice to the Government of Labor Disputes (FEB 1997)**

**52.222-3 Convict Labor (JUN 2003)**

**52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)**

**52.222-21 Prohibition of Segregated Facilities (FEB 1999)**

**52.222-26 Equal Opportunity (MAR 2007)**

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**

**52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)**

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)**

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
  - (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
  - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
  - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)**

**52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29

CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

Employee Class	Monetary Wage	Fringe Benefits
Accounting Clerk II (GS-3)	\$12.48	\$3.49
General Clerk (GS-4)	\$14.01	\$3.92
Personnel Assistant II (GS-4)	\$14.01	\$3.92
Personnel Assistant III (GS-5)	\$15.68	\$4.39
Secretary II (GS-5)	\$15.68	\$4.39
Janitor (WG-2)	\$12.44	\$3.48
General Maintenance Wrkr (WG-8)	\$20.70	\$5.80
General Maintenance Wrkr Sup (WG-8/2)	\$21.57	\$6.04
Court Security Officer (GS-6)	\$17.47	\$4.89
Detention Officer (GS-6)	\$17.47	\$4.89
Recreation Specialist (GS-7)	\$19.42	\$5.44
Recreation Specialist Supv (GS-9)	\$23.75	\$6.65
Licensed Practical Nurse II (GS-4)	\$14.01	\$3.92
Laborer, Ground Maintenance (WG-3)	\$13.42	\$3.76
Food Service Worker (WG-2)	\$12.44	\$3.48
Cook I (WG-6)	\$17.90	\$5.01
Cook II (WG-8)	\$20.70	\$5.80
Records Clerk (GS-4)	\$14.01	\$3.92
Stock Clerk (WG-4)	\$14.90	\$4.17
Warehouse Specialist (WG-5)	\$16.41	\$4.59

**52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (SEP 2009)**

**52.222-50 Combating Trafficking in Persons (FEB 2009)**

**52.222-54 Employment Eligibility Verification (JAN 20096)**

**52.223-2 Affirmative Procurement of Biobased Products under Service and Construction Contracts (DEC 2007)**

**52.223-6 Drug-Free Workplace (MAY 2001)**

**52.223-10 Waste Reduction Program (AUG 2000)**

(a) *Definitions.* As used in this clause -

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention,

recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR Part 247).

**52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)**

**52.223-14 Toxic Chemical Release Reporting (AUG 2003)**

**52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)**

**52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)**

**52.224-1 Privacy Act Notification (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**52.224-2 Privacy Act (APR 1984)**

**52.225-1 Buy American Act - Supplies (FEB 2009)**

**52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)**

**52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009)**

**52.227-1 Authorization and Consent (DEC 2007)**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)**

**52.227-14 Rights in Data—General (DEC 2007)**

**52.229-3 Federal, State, and Local Taxes (APR 2003)**

**52.232-1 Payments (APR 1984)**

**52.232-8 Discounts for Prompt Payment (FEB 2002)**

**52.232-9 Limitation on Withholding of Payments (APR 1984)**

**52.232-11 Extras (APR 1984)**

**52.232-17 Interest (OCT 2008)**

**52.232-18 Availability of Funds (APR 1984)**

**52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)**

September 30, 2009; September 30, 2009

**52.232-23 Assignment of Claims (JAN 1986)**

**52.232-25 Prompt Payment (OCT 2008)**

**52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)**

**52.233-1 Disputes (JUL 2002)**

**52.233-3 Protest after Award. (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)**

**52.237-3 Continuity of Services (JAN 1991)**

**52.237-11 Accepting and Dispensing of \$1 Coin (SEP 2008)**

**52.242-13 Bankruptcy (JUL 1995)**

**52.243-1 Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984)**

**52.244-6 Subcontracts for Commercial Items (AUG 2009)**

(a) *Definitions.* As used in this clause--

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201), if flow down is required in accordance with paragraph (g) of FAR clause 52.222-39).

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**52.245-1 Government Property (JUN 2007)**

**52.246-25 Limitation of Liability - Services (FEB 1997)**

**52.245-9 Use and Charges (JUN 2007)**

**52.248-1 Value Engineering (FEB 2000)**

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include –

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction, multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either –

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
- (2) To the calculation of a lump-sum payment which cannot be revised later.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of



a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that –

- (1) Requires a change to this, the instant contract, to implement; and
  - (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided*, that it does not involve a change –
    - (i) In deliverable end item quantities only;
    - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
    - (iii) To the contract type only.
- (c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c) (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
  - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
  - (3) Identification of the unit to which the VECP applies.
  - (4) A separate, detailed cost estimate for
    - (i) the affected portions of the existing contract requirement and
    - (ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
  - (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
  - (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
  - (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
  - (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP

simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon –

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**  
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)				
Incentive (fixed-price or cost) (other than award fee)				
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)				

\* The Contracting Officer may increase the Contractor's sharing rate to as high as   percent for each VECP.

\*\* Same sharing arrangement as the contract's profit or fee adjustment formula.

\*\*\* The Contracting Officer may increase the Contractor's sharing rate to as high as   percent for each VECP.

(g) *Calculating net acquisition savings.*

(1) Acquisition savings are realized when

- (i) the cost or price is reduced on the instant contract,

- (ii) reductions are negotiated in concurrent contracts,
- (iii) future contracts are awarded, or
- (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i) (4) below).

Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

- (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
  - (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
  - (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
- (h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall –
- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
  - (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
  - (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
  - (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
  - (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
    - (i) Fixed-price contracts -- add to contract price.
    - (ii) Cost-reimbursement contracts -- add to contract fee.
- (i) *Concurrent and future contract savings.*
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
  - (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by –
    - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
    - (ii) Multiplying the result by the Contractor's sharing rate.
  - (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by –
    - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
    - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
    - (iii) Multiplying the result by the Contractor's sharing rate.
  - (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is

accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h) (3) above) and shall not be subject to subsequent adjustment.

- (5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agrees to use the no-cost settlement method, the following applies:
- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
  - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
- These data, furnished under the Value Engineering clause of contract TBD, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.
- If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

**52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)**

**52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)**

**52.251-1 Government Supply Sources (APR 1984)**

**52.253-1 Computer Generated Forms (JAN 1991)**

**3052.204-70 Security Requirements for Unclassified Information Technology Resources (JUN 2006)**

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a

envelopes is prohibited by postal regulations. If you receive incoming social or legal mail, it will be opened in your presence and inspected for contraband.

You must use the following address to send or receive mail at this facility:

Your Full Name, Your "A" Number  
1623 East J Street, Suite 5  
Tacoma, WA 98421

If you do not accept the mail or permit it to be inspected, it will be returned to the sender. **Your mail will not be read; it will only be examined for contraband.**

You will not be allowed to receive packages without advance arrangements, approved by the Warden. You will pay the postage for sending packages for oversized or overweight mail. Please fill out a MR-001 Postage Authorization form and submit it with your package. The contents of any outgoing or incoming packages will be inspected in your presence.

If you are indigent (defined as a detainee who has an account balance of \$15.00 or less and has not exceeded that amount for the previous 10 consecutive days):

- You may send up to three personal letters per week, weighing no more than two ounces each, at no cost to you.
- A reasonable number of legal (special) correspondences may also be sent at no cost to you.
- Please fill out a MR-001 Postage Authorization form and submit it with your letters.

Subscriptions to publications, magazines and catalogs are not allowed. The facility subscribes to certain magazines that are available to you in your unit. Books must be requested in advance via a "Request to Receive a Package or Property" form. The title(s) of the book(s) must appear on the "Request" form. Books must be paperback and must come directly from a publisher or an authorized bookstore / outlet.

Any mail received after you depart the facility will be endorsed, "No Forwarding Address, Return to Sender". All such mail will be returned to the Post Office.

#### **ACCEPTANCE OF DETAINEE PROPERTY (ONLY CLOTHING)**

If you have been notified that you are scheduled for removal in the near future, you may be eligible to have family / friends bring in or mail in **clothing**. You should:

- Submit an electronic "Kite" to your ICE Officer explaining your need and requesting authorization. Including the Name, address and telephone # of the person bring in the items.
- If approved, your ICE Officer will complete the process and perform the necessary notifications within seven days of your departure.

#### **SPECIAL CORRESPONDENCE**

"**Special correspondence**" is the term for detainees' written communications to or from private attorneys and other legal representatives; government attorneys; judges, courts; embassies and consulates; the President and Vice President of the United States, members of Congress, the Department of Justice (including ICE and the Office of the Inspector General); the I.H.S.C.; administrators of grievance systems; and representatives of the news media.

Correspondence will only be treated as special correspondence if the title and office of the sender (for incoming correspondence) or addressee (for outgoing correspondence) is clearly visible on the envelope, clearly indicating that the correspondence is special.

Staff will not treat outgoing correspondence as special if the name, title, and office of the recipient are not clearly identified on the envelope to provide a clear indication that the mail is special.

DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
  - (1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
  - (2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
  - (3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (c) Examples of tasks that require security provisions include—
  - (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
  - (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

#### **3052.204-71 Contractor Employee Access (JUN 2006)**

- (a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
  - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
  - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland

Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, in subordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

**3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)**

- (a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.
- (b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504 (a) of the Internal Revenue Code of 1986 (without regard to section 1504 (b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation* means a foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

- (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
  - (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.
- Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.
- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
    - (1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
      - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
      - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
    - (2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
    - (3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
  - (d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
  - (e) Treatment of Certain Rights.
    - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
      - (i) warrants
      - (ii) options
      - (iii) Contracts to acquire stock
      - (iv) Convertible debt instruments; and
      - (v) Other similar interests.
    - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.
  - (f) *Disclosure.* The Offeror under this solicitation represents that (Check one):
    - ☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
    - ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
    - ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
  - (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.



**3052.215-70 Key Personnel or Facilities (DEC 2003)**

The Key Personnel or Facilities under this Contract:

- 1) Warden/Facility Director
- 2) Assistant Warden/Assistant Facility Director
- 3) Supervisory Detention Officers
- 4) Training Officers
- 5) Quality Assurance Manager
- 6) Corporate Security Officer

**3052.219-70 Small Business Subcontracting Plan Reporting (JUN 2006)**

**3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)**

**3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)**

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**3052.245-70 Government Property Reports (JUN 2006)**

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U.S. Department of Homeland Security  
Immigration and Customs Enforcement

HSCEDM-10-D-00001



Performance Work Statement  
Detention Services  
Seattle Area Contract Detention Facility

Attachment 1

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## I. EXPLANATION OF TERMS/ACRONYMS

1. **ADMINISTRATIVE SEGREGATION**: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. **ADULT LOCAL DETENTION FACILITY (ALDF)**: A facility which detains persons over the age of 18.
3. **ALIEN**: Any person who is not a citizen or national of the United States.
4. **AMERICAN CORRECTIONAL ASSOCIATION (ACA)**: The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. **BED-DAY**: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that occupies a bed in a housing unit or a detainee in custody for at least 4 hours in either a holding cell or staging area (not both). If the detainee is moved from the holding cell or staging area into a housing unit the same day, only one bed day charge is allowable. Bed day means day in not day out, and all days in between. The contractor may charge for day of arrival, but not day of departure.
6. **BED-DAY RATE**: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate to include all costs inclusive of direct costs, indirect costs, overhead and profit necessary to provide the detention and food service requirements described in the PWS.
7. **BOOKING**: It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
8. **BUREAU OF PRISONS (BOP)**: The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. **CLASSIFICATION**: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
10. **CONTRABAND**: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:
  - a. **Hard Contraband**: Any item that is inherently dangerous as a weapon or tool of violence, e.g., a knife, explosives, a "zipgun," brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
  - b. **Soft Contraband**: Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
11. **CONTRACTING OFFICER (CO)**: An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
12. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**: An employee of the Government responsible for monitoring all technical aspects and assisting in administering the contract.

13. **CONTRACTOR:** The entity, which provides the services, described in this Performance Work Statement.
14. **CONTRACTOR EMPLOYEE:** An employee of a private Contractor hired to perform a variety of detailed services under this contract.
15. **CONTROL ROOM:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
16. **CREDENTIALS:** Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
17. **DEPARTMENT OF HOMELAND SECURITY (DHS):** A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
18. **DEPARTMENT OF JUSTICE (DOJ):** A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
19. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.
20. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
21. **DETAINEE RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
  1. Detainee, Personal Property
  2. Receipts, Visitors List, Photographs
  3. Fingerprints, Disciplinary Infractions
  4. Actions Taken, Grievance Reports, Medical
  5. Records, Work Assignments, Program Participation
  6. Miscellaneous Correspondence, etc.
22. **DETENTION AND REMOVAL OPERATIONS (DRO):** A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and deportation of detainees who are in the United States illegally.
23. **DETENTION OFFICERS:** Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
24. **DETENTION STANDARDS COMPLIANCE UNIT (DSCU):** The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
25. **DIRECT SUPERVISION:** A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
26. **DIRECTIVE:** A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegate authority, and/or assigns responsibilities.
27. **DISCIPLINARY SEGREGATION:** A unit housing detainees who commit serious rule violations.



28. **DIVISION OF IMMIGRATION HEALTH SERVICES (DIHS)**: A unit within the U.S. Public Health Service dedicated to providing medical services for ICE facilities.
29. **ENTRY ON DUTY (EOD)**: The first day the employee begins performance at a designated duty station on this contract.
30. **ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE)**: This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.
31. **ENVIRONMENTAL ASSESSMENT (EA)**: Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
32. **ENVIRONMENTAL IMPACT STATEMENT (EIS)**: Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.
33. **EMERGENCY**: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
34. **EMERGENCY CARE**: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
35. **EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR)**: An agency of DOJ.
36. **FACILITY**: The physical plant and grounds in which the Contractor's services are operated.
37. **FACILITY ADMINISTRATOR**: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
38. **FIRST AID**: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
39. **FLIGHT OPERATIONS UNIT (FOU)**: The FOU, located in Kansas City, MO, is the principal mass air transportation and deportation coordinating entity within DRO. It manages government and contract flights to the southern tier of the United States, Caribbean, and northern South America and orchestrates DRO flight standardization and safety. It works in coordination with JPATS (see definition below).
40. **GOVERNMENT**: Refers to the United States Government.
41. **GRIEVANCE**: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
42. **HEALTH AUTHORITY**: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
43. **HEALTH CARE**: The action taken, preventive and therapeutic. To provide for the physical and mental well being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
44. **HEALTH CARE PERSONNEL**: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
45. **HEALTH UNIT (HU)**: The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.

46. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
47. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
48. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
49. JUSTICE PRISONER AND ALIEN TRANSPORTATION SYSTEM (JPATS): DOJ's prisoner transportation system operated by the U.S. Marshal Service (USMS), sometimes referred to as the "airlift." It works in coordination with FOU (see definition above).
50. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceeding, or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.
51. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
52. LOG BOOK: The official record of post operations and inspections.
53. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
54. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
55. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
56. MILEAGE RATE: a fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs
57. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
58. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
59. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
60. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office, which implements a component-wide personnel security program.
61. ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COTR and shall include, but is not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COTR.
62. PAT DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
63. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
64. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
65. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.

66. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
67. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
68. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
69. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
70. PROPERTY: Refers to personal property belonging to a detainee.
71. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
72. PUBLIC HEALTH SERVICE (PHS): An agency of the United States Department of Health and Human Services.
73. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
74. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
75. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract and is based on the American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF) and ICE Performance Based National Detention Standards (PBNDS). The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities.
76. QUALITY CONTROL (QC): The Contractor's inspection system, which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.
77. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
78. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
79. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
80. SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
81. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a

time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.

82. **SECURITY DEVICES**: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
83. **SECURITY PERIMETER**: The outer portions of a facility, which actually provide for secure confinement of detainees.
84. **SECURITY RISK – HIGH, MEDIUM, LOW**
  - High Risk Level – (Level 3)** Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.
  - Medium Risk Level – (Level 2)** Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.
  - Low Risk Level – (Level 1)** Detainees exhibit no behavioral problems and have no history of violent criminal behavior
85. **SENSITIVE INFORMATION**: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.
86. **SIGNIFICANT EVENT NOTIFICATION REPORT (SEN)**: A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).
87. **SPECIAL MANAGEMENT UNIT (SMU)**: A housing unit for detainees in administrative or disciplinary segregation.
88. **STANDING MEDICAL ORDERS**: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
89. **PERFORMANCE WORK STATEMENT (PWS)**: That portion of the contract, which describes the services to be performed under the contract.
90. **STRIP SEARCH**: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.
91. **SUITABILITY CHECK**: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
92. **TOUR OF DUTY**: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
93. **TRAINING**: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified and certification shall be approved by the COTR or ICE-designee.
94. **TRANSPORTATION COSTS**: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
95. **TRANSPORTATION SERVICE COST**: An all-inclusive or burdened rate. Cost includes but is not limited to labor, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for

processing, court hearings, interviews, doctor's appointments, JPATs/airports, and transporting in-between detention facilities (counties, state and federal).

96. **TRAVEL COST:** Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
97. **WEAPONS:** This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

## **II. PERFORMANCE WORK STATEMENT**

### **A. Introduction**

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees. The Department of Homeland Security (DHS) component, U.S. Immigration and Customs Enforcement (ICE), will award a contract of such to house detainees on a 24 hour per day, seven day per week, 365 day per year basis.

The Contractor shall furnish all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

The Contractor shall furnish one facility that will accommodate 1,575 adult detainees. Five percent of the 1,500 beds (75 beds) shall be in a special housing unit (segregation). Existing and/or new construction will be considered for this requirement. It should be noted that the five percent special housing unit is in addition to the 1,500 bed rated capacity required.

At time of contract award, the Contractor shall begin performance for operational capacity of 1,000 beds. Within six months of contract award, the Contractor must be able to begin performance for full operational capacity (1,575 beds) and shall notify the CO that the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor is capable of accepting detainees.

If an existing facility without expansion is utilized and accepted, the Contractor, within 90 days of contract award, must be able to begin performance for full operational capacity and shall notify the CO that the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor is capable of accepting detainees.

In either instance, the CO will issue a Notice to Proceed before the facility begins to accept detainees.

The facility shall be located within 30 driving miles of Seattle Tacoma (SeaTac) International Airport in the state of Washington. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

The Contractor shall ensure that the facility operates in a manner consistent with the mission of the Department of Homeland Security (DHS) and ICE Detention and Removal Operations (DRO). ICE Detention and Removal Operations promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation's immigration laws. While in custody, ICE must ensure that such individuals are housed in a safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

In housing detainees, the Contractor is required to perform in accordance with the ICE Performance Based National Detention Standards (PBNDS), American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC), and state and local laws on firearms for all locations. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE inspectors or Government-contracted staff will conduct periodic and unscheduled inspections of the facilities to assure compliance of the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

It is essential that the Contractor be fully prepared to accept responsibility for performing the requirements of the contract, thus ensuring the safety and security of the community. Therefore, ICE may perform required assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP).

If ICE determines that the Contractor is capable of accepting detainees, the NTP will be issued by the Contracting Officer. The Contractor shall be prepared to begin performance for full operational capacity and accept detainees immediately upon issuance of the NTP.

Detainees are classified as High (Level 3), Medium (Level 2), or Low Risk (Level 1). The male population shall consist of all three levels; however the female population shall consist of only Medium (Level 2) and Low (Level 1). Upon discovery that a detainee may be a juvenile, the Contractor shall immediately notify the COTR or ICE-designee and follow the instructions of the COTR or ICE-designee.

The Contractor shall be responsible for detainee record keeping services and personal property in accordance with Section VI of the PWS. The Contractor shall create and update the records and the Government will store the records. All records will remain the property of the U.S. Government.

Unless otherwise specified, all plans, policies, and procedures, including those identified in the ACA standards, shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once written concurrence has been granted by the CO, these plans, policies, and procedures shall not be modified without the prior written approval of the CO. The Contractor does not have a right of refusal and shall take all referrals from ICE. Further, the Contractor shall not add any non-ICE detainee population to the facility from any other entity without the expressed prior written approval of the CO.

#### **B. General**

The Contractor shall abide by all laws, rules, and regulations applicable to operations and the business entity. The contractor shall pay particular attention to the following rules, duties, and powers listed on Statement of Objective (SOO) C.9.

All services must comply with the Performance Work Statement (PWS) and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

The COTR does not have the authority to modify the stated terms of the contract, or approve any action that would result in additional charges to the Government. The CO will make all modifications in writing.

The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract performance.

The Contractor shall have 18 months from commencement of this contract to become ACA accredited. The Contractor shall, within nine months from the date of NTP, formally apply for accreditation to the ACA. The Contractor shall furnish written proof of such application to the COTR within five days of the application. The Contractor shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

This PWS contains numerous references which direct the Contractor to notify, contact, or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

The Contractor is responsible for a Quality Control Plan (QCP), which ensures all requirements of this PWS are achieved. The specific requirements for the QCP are further detailed within this PWS.

All records related to contract performance shall be retained in a retrievable format for three years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract, in a format acceptable to the CO and COTR.

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and

mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

The Contractor shall notify the COTR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility, per the ICE PBNDS on News Media Interviews and Tours. The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website:  
<http://www.ice.gov/about/news/contact.htm>.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

#### C. Exclusivity

The Contractor agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the COTR or ICE-designated employee. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

#### D. Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date.



The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. A Notice to Proceed will be issued upon CO concurrence of the QCP, so long as it does not violate any applicable FAR regulation.

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COTR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COTR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the CO. The CO may modify the contract to include these changes.

**E. Quality Assurance Surveillance Plan (QASP)**

ICE developed a Quality Assurance Surveillance Plan (QASP) pursuant to the requirements of the sample PWS. It presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
  - a. Define the roles and responsibilities of participating Government officials.
  - b. Define the types of work to be performed.
  - c. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
  - d. Describe the process of performance documentation.
2. Roles and Responsibilities of Participating Government Officials
  - a. The COTR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
  - b. The Contracting Officer (CO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COTR's evaluation of the Contractor's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

**F. Contractor's Failure to Perform Required Services**

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

**G. Inspection by Regulatory Agencies**

Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

**H. Performance Evaluation Meetings**

The Contractor's representatives shall meet with the COTR(s) on a weekly basis or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

**I. Contractor's Employee Rules**

The Contractor shall provide employee rules, which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Contractor shall provide a copy of the rules to the Contractor's employees at the facility. Upon request by the COTR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

**J. ICE Operations Manual**

The Contractor shall maintain Appendix 26-1, Detention Operations Manual (commonly known as Performance Based National Detention Standards) of the Detention and Removal Operations Policy and Procedure Manual (DROPPM) that contains ICE written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COTR if requested.

**K. Facility Staffing Plan and Key Personnel**

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post-positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan. The number, type and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers shall not fall below a monthly average of 95%. If staffing levels fall below 95% in either category, the CO may instigate invoice deductions or with-holdings, as described in the QASP.

Each month, the Contractor shall submit to the COTR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in an equitable adjustment by the CO from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

#### **1. Minimum Staffing Requirements**

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis.

#### **2. Supervisory Staffing**

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COTR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

In the absence of the approved Warden, another qualified person who meets the Warden position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Warden in providing oversight and direction to contract Detention Officers and interfacing with ICE COTRs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

#### **3. Key Personnel**

The Contracting Officer shall provide written approval before any employee is assigned to perform duties under this contract. The Contractor shall have key personnel employed and available for duty before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract. The Contractor may use other titles.

- a. **Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c. **Supervisory Detention Officers.** Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related

experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.

- d. **Training Officers.** Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COTR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to any training.
- e. **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f. **Corporate Security Officer.** The Corporate Security Officer shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor and the position will be located at the facility.

To establish and maintain a congenial line of communication with the Contractor, the Contractor's Warden/Facility Director and the COTR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

#### 4. **Organizational Chart**

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO or COTR upon request.

#### **L. Employee Standards**

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall take disciplinary action against employees who disregard those standards.

#### **M. Training Program**

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in the ACA Standards and Subsection V of the PWS. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award and before contract performance begin the Contractor shall submit the training plan to the COTR for review. The Contractor is not to begin training until the COTR has approved the training plan.

#### **N. Housing, Health and Medical Care, Transportation, and Stationary Guards**

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process, per ICE PBNDS.

### 1. Detention Site Standards

The Contractor shall ensure that detention sites conform to ACA and DHS Standards. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

- a. Be clean and vermin/pest free.
- b. Have a suitable waste disposal program.
- c. The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per ICE PBNDs.
- d. The Contractor shall provide and distribute appropriate clean blankets.
- e. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- f. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COTR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COTR, ICE designee, or other officials to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COTR for approval.

### 2. Health and Medical Care

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Contractor shall notify the COTR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

### 3. Medical Services

The Contractor shall not be responsible for the provision of health care services for ICE detainees at the facility. Such services shall be provided by Division of Immigration Health Services (DIHS).

The Contractor shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.

The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health-related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Contractor shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g., off site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). The Contractor shall submit supporting documentation for non-routine,

off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Contractor for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Contractor shall send requests for pre-approval for non-emergency off-site care to:

United States Public Health Service  
Division of Immigration Health Services  
1220 L Street NW, Suite 500  
Washington, DC 20005  
Phone: (202) 732-0100 Fax: (202) 732-0095

The Contractor is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

VA Financial Service Center  
Attn: Ms Angela Eppard  
Claims Division  
1651 Woodward Street  
Austin, TX 78772  
Phone: (512) 460-5656 Fax: (512) 460-5158

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

#### **Facility Requirements for Infectious Disease Screening**

The Contractor will ensure that there is adequate space to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.

#### **Infectious Disease Screening**

In order to prevent the transmission of TB to the resident population of a detention facility, the Contractor will provide adequate space to perform TB screening as part of the routine infectious disease screening process. Detainees will remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of infectious TB (turnaround time for chest x-ray interpretation should be four hours or less). Detainees who are found to be infected or where there is a possibility that they are infected will be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.

#### **Teleradiology Medical Provider**

The Contractor shall provide adequate space for the use of services of the ICE Teleradiology Service Provider (ITSP). The cost of the equipment; maintenance of the equipment; training of staff; arrangements for interpretation of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Contractor shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a teleradiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports.

#### 4. Armed Transportation Services:

- a. The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE official, including the transportation of detainees to various appointments. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. Duties as directed by the COTR utilizing these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, two person teams of transportation officers on a daily basis distributed throughout a 24 hour period 7 days a week including weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

The COTR may determine on a case-by-case basis, per the ICE PBNDS on Transportation by Land (taking into account the distance traveled, the status of detainees transported, number of stops, etc.) that a two-person team is not necessary for some transportation routes. In all other cases, a minimum of two officers shall be assigned, as described above.

- b. The Contractor shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services per facility as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation. The Contractor shall provide parking spaces for the required vehicles at or directly adjacent to the facility.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with ICE PBNDS including physical separation of detainees from guards. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats, and provide physical separation of detainees from Detention Officers.

In the event of transportation services involving distances that exceed a standard eight hour workday to complete, the Contractor shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed in accordance with Section B of the contract. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.

The transportation shall be accomplished in the most economical manner. For example, it may be non-economical and inappropriate for four detainees to be transported in a 48-person vehicle.

The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and Washington State Department of Licensing for Medical Certifications at [www.dol.wa.gov/driverslicense/cdlmedical.html](http://www.dol.wa.gov/driverslicense/cdlmedical.html).

All transportation Detention Officers shall be armed in the performance of these duties.

The Contractor shall supply and maintain restraining equipment, per the ICE PBNDs on Transportation. ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.

The Contractor shall, upon order of the COTR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.

The COTR may direct the Contractor to transport detainees to unspecified, miscellaneous locations. As a part of the release process, upon the release of a detainee from the facility (e.g., release on bond, supervised release, or case termination), the Contractor, when requested by the COTR or ICE-designated official, shall transport the released detainee to a local transportation area, such as a bus station or taxi stand.

When the COTR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled shall result in the Contractor having deductions and/or with-holdings made for non-performance.

As directed by the COTR, the Contractor shall escort detainee(s) to and from the Anchorage, Alaska (ANC) Airport at the cost of the Government.

ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the following. The mileage is based on a start location of Seattle Tacoma (SeaTac) International Airport in the state of Washington, plus 30 miles per route to allow for geographic diversity:

Seattle area transportation includes, but is not limited to below schedules and routes. The COTR may direct the Contractor to transport detainees to unspecified miscellaneous locations with the same conditions as listed in Sub-Section 4 Armed Transportation Services.

Route	Destination	Frequency	Round-trip mileage per trip
1.	Blaine, Washington	2 times every weekday*	310
2.	Spokane, Washington	Up to 3 times per week	620
3.	Wenatchee, Washington	Up to 3 times per week	300
4.	Tri-Cities (via Yakima), Washington	Every Weekdays*	510
5.	Portland, Oregon	Every weekday*	390
6.	Medford, Oregon	Up to 3 times per week	930
7.	Seattle local runs **	Every weekday*	500
8.	Portland local runs **	Every weekday*	500
9.	Eugene local runs **	Every weekday*	500
10.	Flight Operations Unit Support (JPATs and successor entity):		80 (King);
	1. King County International Airport or	Up to 3 times per week	140 (Paine)
	2. Paine Field Airport		



\* Every weekday means non-holiday work days; on occasion, a route may be required on a weekend day, thus excluding a route during a weekday.

\*\* Local Runs: A local run begins and ends in the city designated or at an agreed location by the COTR. i.e. The Seattle local run (mileage) begins at the Seattle Field Office or other approved location near Seattle. Jail pick-ups or detainee transportation takes place throughout the metro area and at the conclusion of the day's work the local run is concluded at the start location or at a COTR approved location. This same method would be used for Portland and Eugene, in that the local run (mileage) for Portland and Eugene would begin and end in those locations at a COTR approved location.

#### **5. Stationary Detention Services:**

- a. The Contractor agrees to provide stationary guard services on demand by the COTR and shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COTR, including hotel watches as necessary. Officers performing these duties shall be armed transportation officers. Qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.
- b. The Contractor shall be authorized two officers for each such remote location, unless additional officers are required, per the direction of the COTR or designated Agency official.

#### **6. Effectuating Departure of Detainees**

Contract employees shall effectuate departures. Effectuating departure requires Contract employees to perform detainee-related activity included but not limited to: positive identification, documentation preparation and review, transportation, escorting, inspecting and evaluating aircraft to ascertain unobservable exits do not exist which could allow escape, placing detainee on proper departing aircraft, remaining at the gate until aircraft is airborne and verifying verbally with carrier gate attendant that aircraft is in flight, certify departure in writing to the COTR, and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contract employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

### **III. PERSONNEL**

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior, and integrity. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

#### **A. Minimum Standards of Employee Conduct**

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COTR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COTR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employment by the Government to perform work under this contract.

#### **B. Minimum Personnel Qualification Standards**

The Contractor must agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent (GED), and obtain a favorable Suitability for Employment determination. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COTR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have general experience that demonstrates the following:
  - a. The ability to greet and deal tactfully with the general public;
  - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and be able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
  - c. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;

- d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.

3. All employees on this contract must maintain current/physical residency in the continental United States.

#### C. Health Requirements for All Detention Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Detention Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record – Report of Medical Examination. Transportation officers will require both SF 88 and DOT 649F (DOT physical).

The Medical Record – Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COTR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COTR that each Detention Officer is in full compliance with the following:

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) correctable distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.

9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COTR. If the COTR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

#### **D. Random Drug Testing**

The Contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COTR within 24 hours after receipt.

#### **E. Contraband Program and Inspection**

A contraband control program shall be established in accordance with ICE PBNDS on Contraband and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COTR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COTR when the employee is removed from duty.

#### **F. Removal from Duty**

If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or onto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COTR or the Contracting Officer. The Contractor shall take action immediately and notify the COTR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook;"
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Undue fraternization with detainees as determined by the COTR;
13. Repeated failure to comply with visitor procedures as determined by the COTR;
14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COTR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COTR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

#### **G. Tour of Duty Restrictions**

The Contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COTR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

#### **H. Dual Positions**

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement.

A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COTR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

**I. Post Relief**

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. When the Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

**J. Personnel Files**

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COTR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

**K. Uniform Requirements**

These requirements apply to Supervisory Detention Officers and Detention Officers who perform work under the contract.

**1. Uniforms:**

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should distinctly identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COTR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COTR for approval.

**2. Identification Credentials:**

The Contractor shall ensure that all employees both uniformed and non-uniformed (if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, weight, hair color and eye color, as well as the date of issuance, and signature of the employee.

- c. To avoid the appearance of having Government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COTR or other ICE designated official.

#### **L. Permits and Licenses**

##### **1. Business Permits and Licenses**

The Contractor shall obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which the ICE work site is located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

##### **2. Licensing of Employees**

The Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is performed prior to EOD. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

##### **3. Jurisdiction**

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor shall not extend its services into any other areas.

#### **M. Encroachment**

Contract employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by ICE. Contract employees shall not enter any restricted areas of the detention centers unless necessary for the performance of their duties.

#### **N. Work Schedules**

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

##### **1. Post Work Schedules**

One week in advance, the Contractor shall prepare supervisory and Detention Officer work-schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COTR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COTR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COTR. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COTR or ICE Supervisor on Duty may reassign him/her to another post.

##### **2. Starting and Stopping Work**

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.

**3. Recording Presence**

The Contractor shall direct its employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

**4. Rest Periods**

When the Contractor, or a contract supervisor, authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.

**5. Work Relief**

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COTR. The Contractor shall enforce the procedure without exceptions.

**IV. BACKGROUND AND CLEARANCE PROCEDURES****A. Security Requirements**

DHS has determined that performance of the tasks as described in this Performance Work Statement and any subsequent contract and modifications or amendments thereto requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

**B. Suitability Determination**

DHS shall have and exercise full control over granting, denying, withholding, or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Contract Detention Facility or any Government



facility or facility used in furtherance of DHS activities without a favorable EOD decision or suitability determination by the OPR-PSU.

**C. Background Investigations and Required Forms**

Contract employees (to include applicants, temporaries, part-time, and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the OPR-PSU. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than five days before the starting date of the contract or five days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form and the Standard Form 85 PS will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)
2. E-Quip Signature Forms (3), Signature Form, Release of Information Form and Release of Medical Information Form (2 copies of each)
3. FD Form 258, "Fingerprint Card" (2 Cards)
4. Foreign National Relatives or Associates Statement
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
6. Optional Form 306 Declaration for Federal Employment (applies to Contractors as well).

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the U.S. for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

**D. Continued Eligibility**

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

OPR-PSU may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists. The Contractor must post the ICE "Drug Free Workplace Policy" in all contract work areas.

OPR-PSU may require reinvestigations when derogatory information is received and/or every five years.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to his or her attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The COTR or other ICE-designated official shall notify OPR-PSU of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location, and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible Unit.

#### **E. Employment Eligibility**

The Contractor shall agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of its own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or on this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

#### **F. Security Management**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract; the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

#### **G. Information Technology Security Clearance**

When sensitive government information is processed on department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data. Contractor personnel must have favorably adjudicated background investigations.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., *Privacy Act*).

#### **H. Information Technology Security Training and Oversight**

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

## **V. TRAINING**

All training shall be conducted in accordance with the ICE PBNDS on Staff Training. Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COTR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COTR, shall not be used. The training sit shall be provided at no additional cost to the Government.

### **A. General Training Requirements**

All Officers must have the training described in the ACA Standards and in this sub-section. The Contractor shall provide the required refresher courses or have an institution acceptable to the COTR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 60 hours of basic training, not to include firearms, prior to EOD and 40 hours of on-the-job training. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the Contractor shall cause the employee to have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

#### **1. Basic Training Subjects**

Officers must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject and shall be in accordance with the ACA and ICE PBNDS.

- |   |       |
|---|-------|
| a. In-service Orientation/Social Diversity                    | 2 HRS |
| b. Counseling Techniques/Suicide Prevention and Intervention* | 2 HRS |
| c. Conduct/Duties/Ethics and Courtroom Demeanor               | 2 HRS |
| d. Bomb Defense and Threats                                   | 1 HR  |
| e. Telephone Communications/Radio Procedures                  | 1 HR  |
| f. Annual IT Security Training                                | 1 HR  |
| g. Fire and other Emergency Procedures                        | 2 HRS |
| h. Treatment and Supervision of Detainees                     | 2 HRS |

i. ICE Use of Force Policy	2 HRS
j. Security Methods/Key Control/Count	1 HR
k. Procedures/Observational Techniques	4 HRS
l. EEO/Sexual Harassment	2 HRS
m. Detainee Escort Techniques	1 HR
n. ICE Paperwork/Report Writing	2 HRS
o. Detainee Searches/Detainee Personal Property	4 HRS
p. Property/Contraband	2 HRS
q. Detainee Rules and Regulations	2 HRS
r. First Aid*	4 HRS
s. Cardiopulmonary Resuscitation (CPR)*	4 HRS
t. Blood-borne Pathogens*	2 HRS
u. Self Defense	8 HRS
v. Use of Restraints	5 HRS
w. Firearms Training	**
x. Sexual Abuse/Assault Prevention and Intervention*	2 HRS
y. ICE Performance Based National Detention Standards	2 HRS

*All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA and PBNDS. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COTR.*

*\* Critical Training Subjects*

*\*\* Firearm Training for Detention Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency every quarter.*

## **2. Refresher Training**

Every year the Contractor shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

## **3. On-the-Job Training**

After completion of the minimum of 60 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- Authority of supervisors and organizational code of conduct.
- General information and special orders.
- Security systems operational procedures.
- Facility self-protection plan or emergency operational procedures.
- Disturbance Control Team training.

**4. Training during Initial 60 Day Period**

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and/or CO, prior to the commencement of training.

**5. Basic First Aid and CPR Training**

All Contractor employees shall be trained in basic first aid and CPR. They must be able to:

- a. Respond to emergency situations within three minutes.
- b. Perform cardiopulmonary resuscitation (CPR).
- c. Recognize warning signs of impending medical emergencies.
- d. Know how to obtain medical assistance.
- e. Recognize signs and symptoms of mental illness.
- f. Administer medication.
- g. Know the universal precautions for protection against blood-borne diseases.

**B. Supervisory Training**

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

- |   |       |
|---|-------|
| 1. Techniques for issuing written and verbal orders | 2 HRS |
| 2. Uniform clothing and grooming standards          | 1 HR  |
| 3. Security Post Inspection procedures              | 2 HRS |
| 4. Employee motivation                              | 1 HR  |
| 5. Scheduling and overtime controls                 | 2 HRS |
| 6. Managerial public relations                      | 4 HRS |
| 7. Supervision of detainees                         | 4 HRS |
| 8. Other company policies                           | 4 HRS |

Additional classes are at the discretion of the Contractor with the approval of the COTR.

The Contractor shall submit documentation to the COTR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

**C. Proficiency Testing**

The Contractor shall give each Detention Officer a written examination consisting of at least 25 questions after each training course is completed. The Contractor may give practical exercises when appropriate. The COTR will approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a minimum score of 80 percent or better. The Contractor must provide the COTR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

**D. Certified Instructors**

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

**E. Training Documentation**

The Contractor shall submit a training forecast and lesson plans to the COTR or ICE designee, at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COTR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR or ICE designee.

**VI. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT****A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention**

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

**B. Manage the Receiving and Discharge of Detainees**

In accordance with ICE PBNDS, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population.

The Contractor shall provide a detainee classification system that adheres to the requirements of the ICE policy on Detainee Classification, and ensures detainees are classified appropriately using objective criteria. Detainees will be classified and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the ICE PBNDS. When female detainees are housed, they will be issued a separate color uniform than male detainees.

**C. Manage and Account for Detainee Assets (Funds, Property)**

The Contractor will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the PBNDS, every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainees' authorized personal property.

The Contractor shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Detention and Removal Operations Policy and Procedure Manual (DROPPM) Update: Chapter 30: Detainee Property Management. Written procedures shall be established for returning funds,

valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

**D. Securely Operate the Facility**

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with ICE policy. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance may be provided via a minimum of one motorized security patrol.

In accordance with ICE Policy, the Contractor shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Contractor shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Contractor staff supervision.

**E. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault**

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with the ICE PBNDS on Sexual Abuse and Assault Prevention and Intervention. This program shall include training and/or information that is given separately to both staff and detainees.

**F. Establish and Maintain a Program for Suicide Prevention and Intervention**

The Contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy. This program shall include training and/or information that is given separately to both staff and detainees.

**G. Enforce the Detainee Disciplinary Policy**

The Contractor shall comply with ICE PBNDS disciplinary policy. Facility authorities shall take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility.

**H. Maintain Detainee Accountability**

At least four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center, and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population. The Contractor shall develop and implement a comprehensive population count program, in accordance with ICE policy.

**I. Collect and Disseminate Intelligence Information**

Policy and procedures for collecting, analyzing, and disseminating intelligence information regarding issues affecting safety, security, and the orderly running of the facility shall be developed. This

information shall include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.); narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Government.

**J. Provide Security Inspection System**

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's inspections program will meet the requirements of ICE PBNDS for Facility Security and Control.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COTR.

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations. The Contractor shall immediately report all serious incidents to the COTR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

**K. Maintain Institutional Emergency Readiness**

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the NTP, per the ICE PBNDS on Emergency Plans. The plan shall receive the concurrence of the COTR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.



Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with ICE PBNDS regarding Emergency Plans.

The Contractor shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. In accordance with ICE policy, the use of electro-muscular disruption (EMD) devices is prohibited. The COTR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of ICE PBNDS on Use of Force.

**L. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements**

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access of data information pertaining to ICE detainees to authorized employees with no appropriate clearance who require this information in the course of their official duties.

In accordance with the *Freedom of Information/Privacy Act* (FOIA/PA), the Contractor may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COTR.

The Contractor shall develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Contractor shall notify the COTR or ICE-designee within four hours of a security incident.

**VII. FACILITY SECURITY AND CONTROL**

**A. Security and Control (General)**

The Contractor shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all ICE PBNDS pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

**B. Unauthorized Access**

The Contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

**C. Direct Supervision of Detainees**

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to directly supervise and monitor each occupied housing unit. This position is separate from the housing control post.

**D. Log Books**

The Contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

**E. Records and Reports**

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format.

The Contractor shall provide monthly status reports to the COTR or ICE designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COTR or ICE designee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

**F. Detainee Counts**

The Contractor shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/partners/dro/PBNDIS/index.htm>) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place four times per day and at least once per shift or as directed by the COTR or ICE designee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

**G. Daily Inspections**

The Detention Officers shall conduct daily inspections of all security aspects of the site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COTR of any abnormalities or problems. The Contractor shall immediately notify the COTR or ICE designee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COTR by the end of the shift.

#### **H. Control of Contraband**

The Contractor shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with ICE PBNDS, and turned over to the COTR or ICE-designee on duty. The Contractor shall document records of the searches in a logbook and forward a report to the COTR within 24 hours after discovery of the contraband items.

#### **I. Keys and Access Control Devices**

The Contractor shall adhere to key control policies, in accordance with ICE PBNDS Key and Lock Control: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE PBNDS.

The Contractor shall accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

#### **J. Control of Chemicals**

The Contractor shall adhere to ICE PBNDS, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

#### **K. Post Orders**

The Contractor shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

The Contractor shall make post orders available to all Contractor employees. Each Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures, and instructions prior to being initially assigned to that post. The Contractor shall retain Detention Officer Certifications and make them available to the COTR upon request.

#### **L. Deviation from Prescribed Schedule Assignments**

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COTR. All deviations shall be recorded in the daily logbook. When the COTR is not available, the Contractor shall notify ICE-designee immediately or as soon as is practically possible.

#### **M. Use of Force Policy**

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.

3. The respective Detention Officer shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Supervisory Detention Officer shall prepare a written report and submit it to the Warden/Facility Director, who shall review, approve, and provide the report to the COTR or ICE-designee within 24 hours of the incident.
4. The physical force report shall include:
  - a. An accounting of the events leading to the use of force.
  - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
  - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
  - d. A list of all participants and witnesses (Contractors, detainees, and ICE personnel) to the incident.
5. The calculated use of force must be in accordance with the ICE PBNDS and requires, at a minimum, the following:
  - a. The formulation of an After Action Review Team, which must include the participation of the COTR.
  - b. An After Action Report submitted to the COTR within 30 days of the incident, with corrective actions noted, if applicable.
  - c. Video footage of the incident must be made available for ICE review.

**N. Use of Restraints Policy**

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COTR, the Detention Officer may use disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

**O. Intelligence Information**

The Contractor shall notify the COTR or ICE-designee immediately on issues which could impact the safety, security, and the orderly operation of the facility.

**P. Notification and Public Disclosures**

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential.

**Q. Lost and Found**

The Contractor shall log and maintain all lost and found articles and shall report all items to the COTR or ICE-designee. The Contractor shall adhere to the requirements contained in the ICE PBNDS for Funds and Personal Property.

**R. Escapes**

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COTR or ICE-designee immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COTR and ICE-designee with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COTR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COTR to be negligent, reckless, or intentional. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious violation of any applicable ICE PBNDS and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or withholding.

**S. Correspondence and Other Mail**

In accordance with ICE PBNDS, the Contractor shall ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility.

**T. Evacuation Plan**

The Contractor shall furnish 24 hour emergency evacuation procedures.

The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, per ICE PBNDS regarding emergency plans.

**U. Injury, Illness, and Reports**

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The Contractor shall immediately notify the COTR or ICE-designee about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COTR and/or ICE-designee.

The Contractor shall submit a follow-up written report to the COTR within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.

**V. Protection of Employees**

The Contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

**W. Medical Requests**

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests at [http://www.ice.gov/doclib/pbnbs/pdf/medical\\_care.pdf](http://www.ice.gov/doclib/pbnbs/pdf/medical_care.pdf). If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the COTR and/or ICE-designee.

**X. Emergency Medical Evacuation**

The Contractor shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

**Y. Sanitation and Hygienic Living Conditions**

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

**VIII. DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES****A. General**

The Contractor shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainee's civil rights. Contract personnel shall adhere to ICE policies and procedures, and the PBNDS.

In accordance with ICE PBNDS, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

**IX. MANAGE A DETAINEE WORK PROGRAM****A. General**

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor, and will adhere to the ICE PBNDS on Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the Contractor.

Appropriate safety/protective clothing and equipment shall be provided to detainee workers. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

The Contractor shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COTR, these work details must be within the security perimeter.

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

**X. HEALTH SERVICES**

Health services will be provided by the Government. The Contractor shall provide adequate space for such health services.

**A. Hospitalization of Detainees**

Upon order of the COTR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing

medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COTR or other designated ICE official. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COTR(s) or other designated ICE official prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to ICE COTR or other designated ICE official.

**B. Manage a Detainee Death**

The Contractor shall comply with ICE PBNDS regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COTR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy; that will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COTR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

**XI. FOOD SERVICE**

**A. Manage Food Service Program in a Safe and Sanitary Environment**

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal. Further, the Contractor shall provide sack meals as requested by ICE staff. The contents of the sack meals must be approved by COTR or designee.

At the COTR's request, the Contractor shall provide sack meals for detainees in ICE custody, but not yet on the Contractor's premises.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE PBNDS on Food Service.

**XII. DETAINEE SERVICES AND PROGRAMS**

**A. Manage Detainee Clothing, Linens, and Bedding**

The Contractor shall issue and exchange detainee clothing, linen, and bedding in accordance with the ICE PBNDS on Personal Hygiene.

**B. Manage Multi-Denominational Religious Services Program**

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program shall comply with all elements of the ICE PBNDS on Religious Practices. The Contractor shall provide a full-time FTE non-denominational chaplain.

**C. Provide for a Detainee Recreation Program**

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient Detention Officers are assigned to supervise all recreation activities. The detainee recreation program will comply with all elements of the ICE PBNDS on Recreation.

**D. Manage and Maintain a Commissary**

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COTR or ICE-designee. The commissary inventory shall be provided to the COTR upon request. Notice of any price increases must be provided to the COTR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues shall be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility.

At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the Treasury General Trust Fund and given/transmitted to the Contracting Officer.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

**E. Manage and Maintain a Detainee Telephone System**

The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in ICE PBNDS on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

The ICE designated Detainee Telephone Services (DTS) vendor will be the exclusive provider of detainee telephones for this facility. The DTS contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The DTS provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.



The Contractor shall inspect telephones for serviceability, in accordance with ICE policies and procedures. The Contractor shall notify the COTR or ICE designees of any inoperable telephones.

**F. Provide for the Special Needs of the Female Detainee Population**

The Contractor shall provide programs and services to meet the special needs of the female detainee population, including the provision of feminine hygiene products for the female detainee population.

**G. Law Library**

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area – “Law Library” – in accordance with the ICE PBNDS on Law Libraries and Legal Material.

**H. Physical Plant**

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Contractor-furnished except as otherwise noted.

The facility, whether new construction expansion or an existing physical plant, shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

The facility, whether new construction expansion or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

1. The Uniform Building Code (UBC), with the State of facility location’s Amendments
2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
3. The Standard Building Code (SBC)

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC. Whether the facility is new construction or an expansion of an existing physical plant fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101 Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699, as amended by E.O. 13286 - Whether new construction expansion or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein; the state code shall prevail.

The facility, whether new construction expansion or existing physical plant, shall comply with the requirements of the *Architectural Barriers Act of 1968* as amended and the *Rehabilitation Act of 1973* as amended. The standards for facility accessibility by physically handicapped persons as set forth in “Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition” (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities, which are implemented in whole or in part with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during

performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery*; and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the *National Environmental Policy Act*, 42 U.S.C. 4321.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Contractor shall immediately report the incident to the COTR or ICE designated official. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

**Fire Alarm Systems and Equipment** - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction expansion or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the COTR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COTR on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COTR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COTR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the Contractor shall report such damage to the COTR or ICE designated official. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COTR. In cases of emergency the Contractor shall notify the COTR promptly.

The Contractor shall provide operational space for ICE, Office of Principal Legal Advisor (OPLA), and Executive Office for Immigration Review (EOIR) operations. Supplied design drawings are to be used as a guide regarding space for EOIR functions. ICE will make evaluations of each individual offer regarding EOIR space and make determinations of best value to the Government. All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

## 1. ICE Support Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for 1,575 beds. The Standards include but are not limited to the following:

A total of 44 offices and 55 workstations as outlined below:

- 1 Office - Assistant Field Office Director
- 1 Office - Officer in Charge
- 1 Office - Assistant Officer in Charge
- 1 Office - Intelligence Officer
- 1 Office - Chief Immigration Enforcement Agent
- 1 Office - Mission Support Specialist
- 2 Offices - Contracting Officer's Technical Representative
- 2 Workstations - Mission Support Assistant
- 1 Workstation - Receptionist
- 1 Office - Intelligence Research Specialists
- 1 Workstation - OIC Secretary
- 6 Offices - Supervisory Detention and Deportation Officers
- 24 Offices - Deportation Officers
- 24 Workstations - Deportation Removal Assistants
- 1 Office - Training Officer
- 1 Office - Detention Operations Supervisor
- 3 Offices - Supervisory Immigration Enforcement Agents
- 27 Workstations - Immigration Enforcement Agents
- File rooms (see Standards for size and quantity)
- Conference rooms adjacent to or within ICE area (see Standards for size and quantity)
- Employee break rooms (see Standards for size and quantity)
- Employee gun lockers that meet the PBNDS
- Employee fitness center/weight room that includes adequate locker room area with showers and restrooms
- ICE Armory per the Detention Standards
- Training room
- Consulate Affairs room

## 2. OPLA Space

OPLA Space Requirements - based on a 1,575 Bed Correctional Detention Facility (if OPLA shall be located or relocated elsewhere in the complex):

Refer to ICE/OPLA Design Standards for specific office and workstation sizes and specific furnishing and utility requirements for a 1,575 bed Contract Detention Facility. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/OPLA Design Standards. The Standards include but are not limited to the following:

- Supervisory Attorney hard walled office (see Standards for size)
- 12 - Attorney hard walled offices (see Standards for size)

- 4 - Legal Technician workstations (see Standards for size)
- 1 - Mail/File Clerk workstation (see Standards for size)
- 1 - Conference room/Law Library (see Standards for size)
- 1 - Break room (see Standards for size)
- 1 - Supply room (see Standards for size)
- 1 - Storage/Copier room (see Standards for size)
- 1 - Support workstation for fax/scanner/network printer (see Standards for size)
- Separate entrance for OPLA staff is requested with access to parking lot, which must be ADA compliant.
- OPLA Support Space must be provided per the ICE/OPLA Design Standards
- OPLA space shall be contiguous.

### 3. EOIR Space

EOIR Space Requirements - based on a 1,575 Bed CDF (if the court shall be located or relocated elsewhere in the complex):

Refer to ICE/EOIR Design Standards for specific office and workstation sizes and specific furnishing and utility requirements for a 1,575 bed Contract Detention Facility. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/EOIR Design Standards. The Standards include but are not limited to the following:

- 5 Courtrooms and accompanying office and support space shall be as per the ICE/EOIR Design Standards. The courtrooms shall be sized as follows: 3 courtrooms shall be at the size per the design guide at 850 square feet, and 2 shall be at 650 square feet. Each courtroom should have the capability to hold live court as well as conduct hearings via tele-video. All furniture and case goods shall be furnished by the Contractor in accordance with ICE/EOIR Design Guide and specifications. Any expansion space shall be contiguous to existing court space/function.
- 5 Courtroom Sub-Lobby (see Standards for size)
- 1 Judges' secure corridor (see Standards for size)
- 1 Public/detainee secure corridor (see Standards for size)
- 15 Offices/enclosed spaces/functions (see Standards for size)
- 15 Workstations (see Standards for size)
- 1 Visitation space (pro-bono room) must be provided to meet the ACA and NDS standards
- Separate entrance for judges and staff is required with complete security system and access to parking lot, which must be ADA compliant
- EOIR Support Space must be provided per the ICE/EOIR Design Standards
- EOIR space shall be contiguous.

For further EOIR space requirements, please see *Executive Office for Immigration Review – Design Standards for ICE/DRO Service Processing Centers and Contract Detention Facilities*, May 12, 2006.

For further ICE and OPLA space requirements, please see *Contract Detention Facility (CDF) Design Standards for Immigration and Customs Enforcement (ICE)*, May 14, 2007; addendums: ICE Cabling Standards; Phone Specifications.

Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be

secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE, EOIR, or OPLA staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with space designated for Government staff.

#### **4. Additional Requirements**

##### **a. Furniture**

All furniture and case goods shall be furnished by the Contractor in accordance with ICE Design Guide and specifications, which include ICE support space and all operational components which include EOIR, OPLA, and DIHS space as required in accordance with the ICE Design Standards.

##### **b. ICE IT Equipment**

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers, and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Contractor at time of construction/expansion.

**NOTE:** ICE IT system must be a complete, independent, and physically separate system from the Contractor's IT system. The system shall serve all operational components: ICE, OPLA, and DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

##### **c. Communication Equipment**

The Contractor shall purchase, install and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system in compliance with ICE specifications. Separate billing to ICE shall be established on all recurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

**NOTE:** ICE communication system must be a complete, independent, and physically separate system from the Contractor's communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

##### **d. Visitation and Holding Space**

Sufficient space shall be provided for contact and non-contact visitation and group and individual holding rooms, including designated space to permit appropriate screening and searching of both detainees and visitors in visitation areas. The Contractor shall provide at a minimum 25 non-contact rooms (at least 60 square feet each) and a minimum of 10 private, non-monitored attorney-client (detainee) rooms (at least 100 square feet each). Space shall be provided for the storage of visitors' personal items not allowed into the visiting area.

##### **e. ICE Detention Standards**

The Contractor shall provide a facility that will support and deliver all of the environmental and physical requirements to ensure total compliance with the current ICE PBNDS. A facility includes all service and support detention areas.

**NOTE:** ICE will review and approve all design documents, and maintain approval of final inspection of the facility before occupancy.

##### **f. Parking Spaces**

The Contractor shall provide no less than 100 parking spaces on-site at the facility exclusively for Government use.

The Contractor shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the tapes and may not release them to anyone, unless approved by DHS. The Contractor shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

### **XIII. PROPERTY ACCOUNTABILITY**

#### **A. General**

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COTR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration or termination of services, shall immediately transfer to the COTR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

#### **B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government**

The Government will furnish the following property at no cost to the Contractor:

Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals shall be provided prior to starting work under the contract. The Contractor shall be responsible for duplication of these standards for Contractor employees.

Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Contractor via DHS Form I-203, Order to Detain or Release Alien.

ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use. The Government shall be responsible for installation of conduit and data lines within the dedicated Government office space.

### **XIV. FIREARMS / BODY ARMOR**

#### **A. Firearms Requirements**

The Contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall adhere to the manufacturer's specifications regarding ammunition retention, e.g., ammunition shall be properly rotated and older ammunition utilized prior to utilization of newer ammunition.

The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.

The Contractor shall account for all firearms and ammunition daily.

If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Warden/Facility Director.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

Firearms shall be carried with the safety on, if applicable, with a round in the chamber.

The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COTR prior to beginning performance under this contract.

These lists shall be kept current through the terms of the contract and posted within each firearm's safe.

The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COTR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that its employees have all permits and licenses in their possession at all times while in performance of this contract.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.

The COTR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The Contractor shall certify firearms training to the COTR.

The Contractor shall certify proficiency every quarter.

The Contractor shall provide an ICE approved intermediate weapon(s).

The Contractor shall assign one or more contractor staff to the positions of: 1) Ammunition Control Officer and 2) Firearms Control Officer, per ICE PBNDs.

**B. Body Armor Requirements**

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s).

Body armor shall be worn while on armed duty.

The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See Section J, Attachment 4.

The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally owned body armor is not authorized.



U.S. Department of Homeland Security  
Immigration and Customs Enforcement

HSCEDM-10-D-00001



Quality Assurance Surveillance Plan  
Detention Services  
Seattle Area Contract Detention Facility

Attachment 2

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**QUALITY ASSURANCE SURVEILLANCE PLAN  
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)  
OFFICE OF DETENTION AND REMOVAL OPERATIONS (DRO)**

## **1. INTRODUCTION**

The Government's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Contractors, and not the Government, are responsible for the day-to-day operation of the CDF, the delivery of secure housing of the detainees, Stationary Detention Services and Transportation of detainees, and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Contractor is required to develop a comprehensive program of inspections and monitoring actions and to document its approach in a Quality Control Plan (QCP). The Contractor's QCP, upon approval by the Government, will be made a part of the resultant contract.

This QASP is designed to provide an effective surveillance method to monitor the Contractor's performance relative to the requirements listed in the contract. The QASP illustrates the systematic method the Government (or its designated on-site representative) will use to evaluate the services the Contractor is required to furnish.

This QASP is based on the principle that the Government must validate that the Contractor is complying with Immigration and Customs Enforcement, Detention and Removal Operations (ICE/DRO) mandated quality standards in providing security, detention, and transportation services. Performance standards address all facets of guard services, detainee handling, including the related administrative, safety, health, facility, records management, food, transportation, etc. Efficient management by the Contractor and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

## **2. DEFINITIONS**

**Acceptable Quality Level:** The minimum level of quality that will be accepted by the Government in order to meet the performance standards.

**Contracting Officer's Technical Representative (COTR):** The COTR interacts with the Contractor to inspect and accept services/work performed in accordance with the technical standards prescribed in the contract. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

**Deduction:** Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Contractor will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable. The assessment of deductions does not preclude the Contracting Officer from initiating other applicable contract actions and remedies, if applicable.

**Functional Area:** A logical grouping of performance standards.

**Measures:** The method for evaluating compliance with the standards.

**PBNDs:** Performance Based National Detention Standards

**Performance Requirements Summary (Attachment A):** The Performance Requirements Summary (PRS) depicts what the Government intends to qualitatively inspect. The PRS is based on the statutory, regulatory, policy and operational considerations that will impact the contract as listed on the SOO, Section C.9.

The PRS identifies performance standards grouped into seven functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government reviewers (or their designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes for assessing compliance in meeting Government standards.

**Performance Standards:** The performance standards are established in the DRO ICE Performance Based National Detention Standards (PBNDS) and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>, as well as the ACA standards for Adult Local Detention Facilities (ALDF). Other standards may also be defined in the contract.

**Withholding:** Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (see Sections 5 and 6) if the COTR and Contracting Officer confirm resolution/correction and approve in writing, and should be included in the next month's invoice.

### 3. QUALITY CONTROL PLAN

As a part of its agreement with the Government, the Contractor is required to develop, implement, and maintain a Quality Control Plan (QCP) that describes the methods it will use to review its performance to ensure it conforms to the performance requirements. Such reviews are performed by the Contractor in order to validate its operations, and assure the Government that the services meet the performance standards.

The Contractor's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the Contractor's QCP activities shall be provided to the COTR as requested.

The frequency and type of the Contractor's reviews should be consistent with what is necessary to ensure compliance with the performance standards, but no less frequently than what is described in the Government's monitoring instrument/worksheets (see Attachment C).

The Contractor is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the Contractor to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspections is listed below. The list is intended as illustrative and is not all-inclusive. The Contractor must develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping ensuring ongoing operational compliance with the standards (e.g., inventories, logbooks, register of receipts, reports)
- Staff training records
- Contract Discrepancy Reports (CDR)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections

### 4. METHODS OF SURVEILLANCE

The Government will inspect the facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP), as well as the ACA Standards for ALDF. More frequent

inspections may be required by the COTR. The Government's annual full facility reviews will use the monitoring checklists (see Attachment C) embedded in the standards to assess overall performance, by reviewing specific items within the seven functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the Contractor's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the Contractor's performance by (a) conducting site visits to assess the facility and detainee health and welfare conditions, (b) reviewing documentation, and (c) interviewing the Contractor's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDR); (see Attachment B) and the "Contract Performance Monitoring Tool" set forth in Attachment C. Where ICE/DRO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the ICE/DRO standard will be used.

**4.1 Site Visits:** Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted deficiencies are effectively addressed and corrected as quickly as possible. All Government facilities will have an on-site COTR designee. Routine reviews may involve direct observation of the Contractor's personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO performance based national detention standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regularly scheduled inspections identified in Attachment C) or ad-hoc.

**4.2 Ad-Hoc:** These inspections are unscheduled and will be conducted as a result of special interests or unexpected conditions arising from routine monitoring of the Contractor's QCP, an unusual occurrence pertaining to the agreement, or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the Contractor as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of Contractor's performance activities, or accompany the Contractor's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time in the CDR (see Attachment B).

**4.3 Review of Documentation:** The Contractor must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Contractor must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the Contractor's documentation, the Government may review 100 percent of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

**4.4 Interviews and Other Feedback:** The COTR will interview key members of the Contractor's staff, detainees, and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

## **5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS**

To facilitate the performance review process, the required performance standards are organized into seven functional areas corresponding to the requirements in the Performance Work Statement (PWS). Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the

Contractor based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Contractor at least 30 calendar days in advance of implementation of the new standard(s). If the Contractor is not provided with the notification, adjustment to the new standards must be made within 30 calendar days after notification. If any change affects pricing, the Contractor may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without advance notice to the Contractor, so long as the standards are not more stringent than those being replaced, unless agreed upon by the parties.

## 6. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Contractor to receive full payment as identified in the contract. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Contractor's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews, and other feedback. As a result of its surveillance, the Contractor will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated and observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Contractor's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Contractor's monthly invoice. This may happen when an event occurs, such as an escape, traffic accident due to Contractor's negligence, or sexual abuse, when a particular deficiency is noted three or more times without correction, or when the Contractor has failed to take timely action on a deficiency about which he/she was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Contractor has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security and Control," but may also relate to a deficiency in the area of "Administration and Management."

## 7. NOTIFICATIONS

- (a) Based on the inspection of the Contractor's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR form located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Contractor working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

- (b) When a CDR is required to document performance issues, it will be submitted to the Contractor with a date when a response is due. Upon receipt of a CDR, the Contractor must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Contractor must return the CDR with the action planned or taken noted. After the COTR reviews the Contractor's response to the CDR including its plan/remedy, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the Contractor.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central detainee monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death, or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the complete CDR (with official response from Contractor) in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Contractor in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in Section 6 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Contractor's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he/she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Contractor terminates the contract, those funds will not be released. The Contractor may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Contractor is not relieved of full performance of the required services hereunder; the contract may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

## **8. DETAINEE/MEMBER OF PUBLIC COMPLAINTS**

The detainee and the public are the ultimate recipients of the services identified in this contract. Any complaints made known to the COTR will be logged and forwarded to the Contractor for remedy. Upon

notification, the Contractor will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Contractor will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Contractor will document its findings and notify the COTR.

**9. ATTACHMENTS**

- A. Performance Requirements Summary
- B. Contract Discrepancy Report
- C. On-Site Performance Monitoring Tool
- D. Staffing Plan



## Attachment A- Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<b>Safety (20%)</b>  (Addresses a safe work environment for staff, volunteers, contractors and detainees)	<b>PBNDs References: Part 1 - SAFETY</b> 1) Emergency Plans; 2) Environmental Health and Safety; 3) Transportation (by Land).  <b>PWS Section References:</b> II-N.1 Detention Site Standards II-N.2 Health and Medical Care II-N.3 Medical Services II-N.4 Armed Transportation Services VI-J Provide Security Inspection System VII-J Control of Chemicals VII-T Evacuation Plan XI-A Food Service	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR  Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard  Periodic reviews in accordance with the contract performance monitoring tool (see attached)	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of cited PBNDs and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Security (25%)</b>  (Addresses protect the community, staff, contractors, volunteers, and detainees from harm)	<b>PBNDs References: Part 2 - SECURITY</b> 4) Admission and Release; 5) Classification System; 6) Contraband; 7) Facility Security and Control; 8) Funds and Personal Property; 9) Hold Rooms in Detention Facilities; 10) Key and Lock Control; 11) Population Counts; 12) Post Orders; 13) Searches of Detainees; 14) Sexual Abuse and Assault Prevention and Intervention; 15) Special Management Units; 16) Staff-Detainee Communication; 17) Tool Control; 18) Use of Force and Restraints.  <b>PWS Section References:</b> II-N.5 Detention Services (Stationary)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR  Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard  Periodic reviews in accordance with the contract performance monitoring tool (see attached)	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 25% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Quality Assurance Plan - Attachment A

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FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	II-N.6 Effectuating Departure of Detainees III Personnel III-I Keys and Access Control Devices III-K Post Orders III-E Contraband Program and Inspection VI-A Manage and Account for Detainee Assets VI-B Manage the Receiving and Discharge of Detainees VI-E Establish and Maintain a Program for Prevention of Sexual Abuse/Assault VI-K Maintain Institutional Emergency Readiness VII Facility Security and Control XIV-A Firearms Requirements XIV-B Body Armor XI-A Food Service				
<b>Order (10%)</b>  (Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability)	<b>PBNDS Reference: Part 3 - ORDER 19) Disciplinary System.</b>  <b>PWS Section References:</b> VIII Detainee Rights, Rules, Discipline, and Privileges	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR  Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard  Periodic reviews in accordance with the contract performance monitoring tool (see attached)	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

<p><b>Care (25%)</b></p> <p>(Addresses contractor responsibility to provide for the basic needs and personal care of detainees)</p>	<p><b>PBNDs References: Part 4 - CARE</b></p> <p>20) Food Service; 21) Hunger Strikes; 22) Medical Care; 23) Personal Hygiene; 24) Suicide Prevention and Intervention; 25) Terminal Illness, Advanced Directives, and Death.</p> <p><b>PWS Section References:</b></p> <p>VI-F Establish &amp; Maintain Program for Suicide Prevention and Intervention VII.U Injury, Illness, and Reports VII.W Medical Requests VII.X Emergency Medical Evacuation VII.Y Sanitation and Hygienic Living Conditions IX.B Manage a Detainee Death X.A Hospitalization of Detainees XI Food Services XII.F Provide for Special Needs of Female Detainee Population XII-A Manage Detainee Clothing, Linen, and Bedding</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS(contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 25% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Activities (10%)</b></p> <p>(Addresses contractor responsibilities to reduce the negative effects of confinement)</p>	<p><b>PBNDs References: Part 5 - ACTIVITIES</b></p> <p>26) Correspondence and Other Mail; 27) Escorted Trips for Non-Medical Emergencies; 28) Marriage Requests; 29) Recreation; 30) Religious Practices; 31) Telephone Access; 32) Visitation; 33) Voluntary Work Program.</p> <p><b>PWS Section References:</b></p> <p>II-N.4 Armed Transportation Services VII.S Correspondence and Other Mail IX Manage a Detainee Work Program XII Detainee Services and Programs XII.E Detainee Telephone System</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDs and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

<b>Justice (0%)</b>  (Addresses contractor responsibilities to treat detainees fairly and respect their legal rights-At this Contract Detention Facility, performance of the applicable PBNDS are the responsibility of ICE and are not the responsibility of the Contractor)	<b>PBNDS References: Part 6 - JUSTICE</b> 34) Detainee Handbook; 35) Grievance System; 36) Law Libraries and Legal Materials; 37) Legal Rights Group Presentations.  <b>PWS references:</b> XII-G Law Library	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDS and PWS sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to zero% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Administration and Management (10%)</b>  (Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements)	<b>PBNDS References: Part 7 --ADMIN &amp; MANAGEMENT</b> 38) Detention Files; 39) News Media Interviews and Tours; 40) Staff Training; 41) Transfer of Detainees;  <b>PWS references:</b> II-D Quality Control Plan II-E Quality Assurance Surveillance Plan II-I Contractor's Employee Manual II-J ICE Operations Manual II-K Facility Staffing Plan and Key Personnel II-L Employee Standards II-M Training Program V Training VI-A Manage Information System for Collecting, Retrieving, Storing and Reporting Detainee Detention VII-P Notification and Public Disclosures VII- A through Y except H and J- VII-O Intelligence Information VII-Q Lost and Found VII-U Injury Illness and Reports VII-V Protection of Employees XI-A Food Services	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDS and PWS sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

## Attachment B - Contract Discrepancy Report

<b>CONTRACT DISCREPANCY REPORT</b>		<b>I. CONTRACT NUMBER</b>	
<b>Report Number:</b>		<b>Date:</b>	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
<b>DATES</b>			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM (Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. (Cite applicable Q.A. program procedures or new A.W. procedures.)			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: (Acceptable response plan, partial acceptance of response plan, rejection: attach continuation sheet if necessary)			
12. GOVERNMENT ACTIONS (Payment withholding, cure notice, show cause, other.)			
<b>CLOSE OUT</b>			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			



# U.S. Immigration and Customs Enforcement

## Attachment C – On-Site Compliance Monitoring Tool

### Detention and Removal Operations

Facility Name: Seattle Washington Area Month/Year: 10/09

Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required // Comments	Due Date
D	W	M					
				<b>1. Emergency Plans</b>			
				A. Staff trained, and able to identify signs of detainee unrest			
				B. Written plans locate emergency shut off valves and switches			
				C. Evacuation routes primary and secondary			
				D. A complete set of emergency plans is available			
				Facility conducts mock emergency exercises throughout the year to test specific plans			
				E. Staff work stoppage plan is available			
				F. The facility meets annually with local, state, & federal officials to discuss MOUs and cooperative contingency plans			
				G.			
				<b>2. Environmental Health and Safety</b>			
				A. System for storing/issuing/maintaining hazardous materials			
				B. Complete inventories of hazardous materials maintained			
				C. A complete list of MSDS readily accessible to staff and detainees			
				D. Fire prevention/control/evacuation plan			
				E. Conduct fire/evacuation drills according to schedule/standard			
				F. Staff trained to prevent contact with blood and bodily fluids			
				G. Emergency generators are tested bi-weekly			
				H. Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				I. Safety Office (or officer) maintains files of inspection reports; including corrective actions taken			
				J. Facility appears clean and well maintained			
				K. All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

A = ACCEPTABLE D = DEFICIENT R = RISK N/A = NOT APPLICABLE

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Frequency			PERFORMANCE MONITORING MEASURE	Rating A/D/R/N/A	Corrective Action Required // Comments	Due Date
D	M					
			<b>3. Transportation (By Land)</b>			
			A. Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
			B. Officers use a checklist during every vehicle inspection			
			C. Transporting officers limit driving time to 10 hours in any 15 hour period when transporting detainees			
			D. Two officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting detainees			
			E. Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			
			F. Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard			
			G. Vehicles have written contingency plans on board			
			<b>4. Admission and Release</b>			
			A. ICE information is available for initial classification			
			B. Medical screening taking place within timeframes			
			C. Inventory detainee personal effects			
			D. Detainee funds accountability in place for admin/release			
			E. All visual searches documented and are not routine in procedure			
			F. Appropriate clothing and bedding issued			
			G. Orientation material in English, Spanish or most prevalent second language			
			<b>5. Classification System</b>			
			A. All detainees classified appropriately upon arrival			
			B. Reassessment and reclassification process in place			
			C. Housing assignments are based upon classification			
			D. Work assignments are based upon classification system			
			E. Detainees are assigned color coded uniforms/wrist bands to reflect classification level			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
ID		M					
				<b>6. Contraband</b>			
				A. Policy in place for handling contraband			
				B. Contraband disposed of properly and documented			
				C. Facility staff make a concerted effort to control contraband			
				<b>7. Facility Security and Control</b>			
				A. Staff are required to conduct security check of assigned areas			
				B. All visitors officially recorded in a visitor log book			
				C. Front entrance staff inspect ID of everyone entering/exiting			
				D. Maintain a log of all incoming and departing vehicles			
				E. Housing unit searches occur at irregular times			
				F. Area searches documented in log book			
				G. Daily/Monthly fence checks completed and logged			
				H. Facility administrator or designee and department heads visit housing units and activity areas weekly			
				I. Comprehensive staffing analysis determines staffing needs and plans			
				J. Essential posts and positions are filled with qualified personnel			
				K. Officers monitor all vehicular traffic entering and leaving the facility			
				L. The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
				M. Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
				N. Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			
				O. Tools taken into the secure area of the facility are inspected and inventoried before entering and prior to departure			
				P. The facility has in place a procedure and practice to gather, analyze and utilize intelligence information to include areas such as STGs, narcotics trafficking, financial info, telephone surveillance, high profile detainees, visiting room activities, etc			
				Q. The facility shares intelligence information with ICE			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M					
				<b>8. Funds and Personal Property</b>			
				A. Inventory personal property/funds is maintained			
				B. Funds/valuables documented on receipt			
				C. Detainees property searched for contraband			
				D. Staff forward arriving detainees medication to medical staff			
				E. Detainee funds are deposited into the cash box			
				F. Staff secure every container used to store property with a tamper-proof numbered strap			
				G. Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
				<b>9. Hold Rooms in Detention Facilities</b>			
				A. Detainees are not held in hold rooms longer than 12 hours			
				B. All detainees pat searched prior to placement in hold room			
				C. Maintain detention log for each detainee in hold room			
				D. Written evacuation plan posted for each hold room			
				E. Hold rooms contain sufficient seating for the number of detainees held			
				F. The maximum occupancy for the hold room will be posted			
				G. No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
				H. Male and females are segregated from each other at all times			
				I. Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
				J. Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes			
				<b>10. Key and Lock Control</b>			
				A. Maintain inventories of all keys/locks/locking devices			
				B. Emergency keys are available for all areas of the facility			
				C. Chit system used to issue security equip./keys/radios			
				D. Policy regarding restricted keys present and followed by staff			
				E. Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
				F. Locks and locking devices are continually inspected, maintained, and inventoried			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/ NA	Corrective Action Required / Comments	Due Date
D	W	M					
				<b>11. Population Counts</b>			
				A. Staff conduct formal count at least once per 8 hour shift/ 3x per day			
				B. At least two officers participate in count for each area			
				C. Recount conducted when incorrect count is reported			
				D. Face to photo count conducted as necessary			
				E. Each detainee positively identified during count			
				<b>12. Post Orders</b>			
				Every post has a post order, current & signed by the facility administrator			
				A. Housing unit officers record all detainee activity in a log			
				C. Supervisor visits each housing area once per shift			
				D. Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E. Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			
				<b>13. Searches of Detainees</b>			
				A. Unit shakedowns are conducted			
				B. Random shakedowns conducted & documented			
				C. The facility employs a schedule to insure that all areas of the facility are routinely searched			
				D. Canines are not used for force, intimidation, or control of detainees.			
				<b>14. Sexual Abuse and Assault Prevention and Intervention</b>			
				A. The facility has a Sexual Abuse and Assault Prevention and Intervention Program			
				B. Detainees are advised of the program			
				C. All staff are trained, initially and in annual refresher training, in the prevention and intervention areas			
				D. Sexual Assault Awareness Notice is posted on all housing unit bulletin boards			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/N/A	Corrective Action Required /Comments	Due Date
D	W	M						
					<b>15. Special Management Units</b>			
				A.	Written order accompany detainee placed in SMU			
				B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C.	Admin SMU detainees enjoy same privileges as general population			
				D.	Detainees in SMU have access to legal materials			
				E.	Detainees in SMU retain visiting privileges			
				F.	Maintain a permanent log regarding detainee related activities			
				G.	Written order accompany detainee placed in disciplinary SMU			
				H.	Detainees in disciplinary SMU have access to legal materials			
				I.	Detainees in disciplinary SMU retain visiting privileges			
				J.	Disciplinary SMU phone access limited to legal/consular calls			
				K.	Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
				L.	The facility administrator (or designee) visits each SMU daily			
				M.	A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
				N.	Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
				O.	When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, DMD			
					<b>16. Staff-Detainee Communication</b>			
				A.	Housing unit rounds conducted daily by security staff			
				B.	Housing unit rounds conducted daily by Deportation Staff			
				C.	Detainee requests answered within 72 hours			
				D.	ICE SDC visit schedules are posted in housing unit			
				E.	Request forms are available to detainees			
				F.	There is a secure box available for detainees to place requests in for ICE staff that is checked on a daily basis			
				G.	Unannounced ICE staff housing unit visits occur weekly			
				H.	Visiting staff observe, document and communicate current climate and conditions of confinement			

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/N/A	Corrective Action Required // Comments	Due Date
D	W	M						
					<b>17. Tool Control</b>			
				A.	Tool inventories conducted as specified			
				B.	Tools marked and readily identifiable			
				C.	Procedures for issuance of tools to staff and detainees			
				D.	Inventory made of all tools by contractors prior to enter and exit			
				E.	There is an individual who is responsible for developing a tool control procedure and an inspection system to insure accountability			
				F.	A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
				G.	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
				H.	Department heads are responsible for implementing proper tool control procedures as described in the standard			
					<b>18. Use of Physical Force and Restraints</b>			
				A.	Policy governing immediate/calculated use of force			
				B.	All use of force incidents documented and reviewed			
				C.	Video tapes of incidents preserved/catalogued for 2 1/2 yrs			
				D.	Detainee is seen by medical immediately after incident			
				E.	Facility subscribes to prescribed confrontation avoidance procedures			
				F.	Staff trained in use of force techniques			
				G.	Appropriate procedures in place for using 4 and/or 5 point restraints			
				H.	Medical staff consulted prior to deploying OC spray in calculated use of force situations			
				I.	All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit			
					<b>19. Disciplinary System</b>			
				A.	Rules of conduct/sanctions provided in writing			
				B.	Incident reports investigated within 24 hours			
				C.	Disciplinary panel adjudicate infractions			
				D.	Disciplinary sanctions are in accordance with standards			
				E.	Staff representation available			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating: A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M					
				<b>20. Food Service</b>			
			A.	Appropriate security measures for sharps are in place			
			B.	Appropriate food temperatures are maintained for both hot and cold food			
			C.	Food Service department maintained at a high level of sanitation			
			D.	Detainees receive safety and appropriate equipment training prior to beginning work in department			
			E.	A minimum of two hot meals served daily			
			F.	Facility has a standard 35 day cycle menu			
			G.	A registered dietician conducts nutritional analysis			
			H.	All menu changes documented			
			I.	Common fare menu for authorized detainees			
			J.	Weekly inspections conducted and documented			
				<b>21. Hunger Strikes</b>			
			A.	Procedures for referring detainee to medical if verbally refused or observed refusing to eat beyond 72 hours			
			B.	Staff receive training in identification of hunger strike			
			C.	Process for determining reason for hunger strike			
				<b>22. Medical Care</b>			
			A.	Intake process includes medical and mental health screening			
			B.	Sick call procedures established			
			C.	Adequate medical staff available proportionate to population			
			D.	Pharmaceuticals stored in a secure area			
			E.	All detainees receive physical examination/assessment within 14 days of arrival			
			F.	Sick call slips available in English, Spanish and/or most prevalent second language			
			G.	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
			H.	Medical records are available and transferred with the detainee			
			I.	Records are maintained of medication distribution			
			J.	All sharps are under strict control and accountability			
			K.	A sharps container is used to dispose of used sharps			
			L.	The medical department is maintained at a high level of sanitation			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/N/A	Corrective Action Required / Comments	Due Date
D	W	M					
				<b>23. Personal Hygiene</b>			
				A. Clothing provided upon intake and exchanged weekly			
				B. Sheets and towels exchanged weekly			
				C. Climate appropriate clothing issued and maintained in good repair			
				Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
				D. Showers operate between 100 degrees and 120 degrees			
				E. Showers meet ADA standards and requirements			
				F. Food Service detainee volunteers exchange garments daily			
				G. Food Service detainee volunteers exchange garments daily			
				<b>24. Suicide Prevention and Intervention</b>			
				The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
				A. Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
				B. The facility has a designated and approved isolation room for evaluation and treatment			
				C. Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes			
				D. Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes			
				<b>25. Terminal Illness, Advanced Directives, and Death</b>			
				A. Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility			
				B. The facility has written plans for addressing organ donations			
				C. There is a policy addressing Do Not Resuscitate Orders			
				D. The facility has written procedures detailing the proper notifications			
				<b>26. Correspondence and Other Mail</b>			
				A. Incoming mail screened and delivered daily			
				B. Outgoing mail screened for contraband			
				C. Legal mail opened in front of detainee			
				D. Incoming funds processed properly			
				E. Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
				F. Facility has a system for detainees to purchase stamps			
				G. SMU has same correspondence privileges as general population			

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Frequency				PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M					
				<b>27. Escorted Trips for Non-Medical Emergencies</b>			
				The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
			A.				
				<b>28. Marriage Requests</b>			
			A.	Marriage written requests approved by FOD			
				<b>29. Recreation</b>			
			A.	Outdoor/indoor recreation is provided			
			B.	Access to recreation activities 1 hour x 5 days			
			C.	Staff conduct daily searches of recreation areas			
			D.	In unit sedentary activities are available			
				<b>30. Religious Practices</b>			
			A.	Detainees are allowed to engage in religious services			
			B.	Authorized religious items are allowed in detainee possession			
				<b>31. Telephone Access</b>			
			A.	Upon intake, detainees are made aware of phone policies			
			B.	Out of order phones reported to service provider			
			C.	Telephones inspected regularly by staff			
			D.	Telephone access rules posted in each housing unit			
			E.	The number for the ICE OIG is posted in housing units			
			F.	The pro bono list is posted in housing units			
			G.	Emergency phone call messages delivered to detainees			
			H.	Special access calls are available to detainees			
			I.	Notification of telephone monitoring posted by unit phones			
				<b>32. Visitation</b>			
			A.	Written visitation schedule posted and accessible to the public			
			B.	General visitation log book maintained			
			C.	Visitor dress code enforced			
			D.	Legal visitation available 7 days a week			
			E.	Facility complies with visitation schedule			
			F.	Visitors are searched and identified per standards			
			G.	Current list of Pro Bono services posted in detainee housing			

A = ACCEPTABLE D = DEFICIENT R = RISK N/A = NOT APPLICABLE

Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M						
					<b>33. Voluntary Work Program</b>			
				A.	Facility has a voluntary work program			
				B.	Maintain a written chart with work assignments/classification level			
				C.	Facility complies with work hour and pay requirements for detainees			
				D.	Detainees are medically screened to participate			
				E.	Detainees receive proper training and safety equipment			
				F.	Detainee housekeeping meets standards for neatness, cleanliness and sanitation			
					<b>34. Detainee Handbook</b>			
				A.	Staff aware of handbook contents and follow procedures			
				B.	Available in both English and Spanish and/or second most prevalent language			
				C.	Handbook is updated as necessary			
				D.	Orientation material available to illiterate detainees			
					<b>35. Grievance System</b>			
				A.	Grievance procedures in place			
				B.	Staff awareness of procedures for emergency grievances			
				C.	Grievance log is utilized			
				D.	Staff forward any grievances that include staff misconduct to ICE			
				E.	Informal resolution to a detainee grievance documented in detention file			
					<b>36. Law Libraries and Legal Material</b>			
				A.	Adequate equipment is available for detainees			
				B.	Legal materials/law library current and available for detainees			
				C.	Detainee access provided to include SMU			
				D.	Denials documented			
				E.	Schedule for use implemented 5 hours weekly per detainee			
				F.	Access to legal material within 24 hours of written request			
				G.	Indigent detainees provided free stamps/envelopes for legal matters			
					<b>37. Legal Rights Group Presentations</b>			
				A.	ICE/DRO approved videos played for all incoming detainees			
				B.	Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
				C.	Detainees in SMU receive separate presentation			
				D.	Facility ensures adequate presentations so all detainees wanting to attend have the opportunity			

A = ACCEPTABLE D = DEFICIENT R = RISK N/A = NOT APPLICABLE

Quality Assurance Plan – Attachment C

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Frequency					PERFORMANCE MONITORING MEASURE	Rating A/D/R/NA	Corrective Action Required / Comments	Due Date
D	W	M						
					<b>38. Detention Files</b>			
				A.	Detention file created for each new arrival			
				B.	Detention files contain documents generated during custody			
				C.	Detention files maintained in a secure area			
					<b>39. News Media Interviews and Tours</b>			
				A.	The facility has a procedure to address news media interview and tours in accordance with NDS			
					<b>40. Staff Training</b>			
				A.	The facility conducts appropriate orientation, initial training, and annual training for all staff, contractors, and volunteers			
				B.	Staff training is conducted according to a regular schedule with sufficient classes to maintain pre-service and in-service training hour compliance			
					<b>41. Transfer of Detainees</b>			
				A.	Detainee provided with detainee transfer notification form			
				B.	Health records/transfer summary accompany detainee			
				C.	Funds and personal property accompany detainee			
				D.	A-File/work folder accompany detainee			

A = ACCEPTABLE D = DEFICIENT R = RISK N/A = NOT APPLICABLE



**Sample QAP Contract Performance Monitoring Instrument  
– Key Indicators**

<b>Monthly Key Operational Indicators</b>	<b>Current Month</b>	<b>Previous Month</b>	<b>Difference</b>
<b>Average Daily Population</b>			
Average Daily Population- Facility			
Average Daily Population- Facility			
Average Days in Custody			
# Detainees Received			
# Detainees Transferred			
<b>Classification</b>			
Detainee Classification # Level 1 End of Month (EOM)			
Detainee Classification # Level 2 EOM			
Detainee Classification # Level 3 EOM			
<b>Special Management</b>			
Special Housing: # Placed AS			
Special Housing: # Placed DS			
# Temporary Beds in Use			
<b>Detainee Behavior - Number of Incidents</b>			
Assaults - Detainee-on-Detainee			
Assaults - Detainee-on-Staff			
Drug- or Alcohol-related			
Disturbances			
Hunger Strikes			
Escape Attempts*			
Escapes*			
Suicide Attempts*			
Deaths (Suicide, homicide, natural causes)*			
Incidents of sexual abuse or assault			
Gang related incidents			
<i>Hard contraband attach a summary report on types &amp; quantities recovered</i>			
<b>Number of Detainee Grievances</b>			
Allegations of staff misconduct			
Conditions of confinement			
Food			
Medical			
Discipline			
Group Grievances			

<b>Number of Use of Force Incidents</b>			
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<b>Immediate</b>			
<b>Calculated</b>			
<b># Uses of Chemical Agents</b>			
<b># Uses of Non-Lethal Weapons</b>			
<b># Uses of 4/5 Point Restraints</b>			
<b>Personnel</b>			
<b>Number Authorized Positions (all)</b>			
<b>Number Employees on Board (all)</b>			
<b>Number Authorized Positions - Security/Custody Staff</b>			
<b>Number Security/Custody Staff on Board</b>			
<b>Other</b>			
Have there been any interviews by reporters, other news media representatives, academics and others? Attach supplemental info			
Has there been any positive or negative facility or detainee media coverage? Attach supplemental info			
There are weekly meetings between key ICE and facility staff Y/N			
Facility Quality Control Plan is in place Y/N. Attach comments if necessary			

*When the facility houses males and females complete a separate Operational Indicators section for each gender.*

**Attachment D – Staffing Plan**

Title	F.T.E.'s
Warden/Facility Administrator	1.00
Fire & Safety Manager	1.00
Quality Assurance/Compliance Administrator	1.00
Training Administrator	1.00
Executive Secretary-Secretary III 01313	1.00
Administrative Assistant-Secretary II-01312	1.00
HR Specialist-Personnel Assistant III-01263	1.00
HR Assistant-Personnel Assistant I-01261	1.00
Training Coord.-Personnel Assistant II-01262	1.00
Intelligence Officer-Pers Assist II-01262	2.00
Business Manager	1.00
Assistant Business Manager	1.00
Account Clerk-Accounting Clerk II-01012	2.00
Payroll Clerk-General Clerk III-01113	1.00
MIS Specialist-Personal Comp. Sup. Tech.-14160	1.00
Warehouse Specialist-21410	1.00
Mailroom Clerk-General Clerk I-01111	1.00
Janitor-11150	3.00
Manager - Facility Maintenance	1.00
Maintenance Technician-Detention Officer-27040	5.00
Maintenance Clerk-General Clerk I-01111	1.00
Food Service Manager	1.00
Food Service Production Supervisor	1.00
Food Services Officer-Detention Officer-27040	8.00
Food Service Clerk-General Clerk I-01111	1.00
Chaplain	1.00
Classification Officer-Detention Officer-27040	2.00
Recreation Officer-Detention Officer-27040	3.00
Records Technician-General Clerk III-01112	2.00
Programs Clerk-General Clerk I-01111	1.00
Assistant Warden-Security	1.00
Chief of Security (Major)	1.00
Administration / Hearings Lieutenant	1.00
Grievance Lieutenant	1.00
Transportation Manager	1.00
Shift Supervisor-Captains	5.00
Lieutenant	5.00
Booking-Lieutenant	2.00

SHU Lieutenant	1.00
Transportation Supervisor	1.00
Transportation-Motor Veh Mechanic-05190	1.00
Transportation-Clerk-Gen. Clerk II-01112	1.00
Transportation-Dispatch Officer-27040	5.00
Court Security Officer	3.60
Laundry Officer	2.40
Gate 1	1.20
Armory/Locksmith Officer	1.20
Library Officer	1.20
Master Control Officer	9.72
Housing Unit A 1 (116 beds)	9.72
Housing Unit A 2 (80 beds)	4.86
Housing Unit A 3 (80 beds)	4.86
Housing Unit B 1 (116 beds)	9.72
Housing Unit B 2 (80 beds)	4.86
Housing Unit B 3 (80 beds)	4.86
Housing Unit C 1 (116 beds)	9.72
Housing Unit C 2 (80 beds)	4.86
Housing Unit C 3 (80 beds)	4.86
Housing Unit D 1 (114 beds)	9.72
Housing Unit D 2 (80 beds)	4.86
Housing Unit D 3 (39 beds-additional seg)	8.10
Housing Unit E 1 (64 beds)	4.86
Housing Unit E 2 (64 beds)	4.86
Housing Unit E 3 (76 beds)	4.86
Housing Unit E 4 (75 beds)	4.86
Housing Unit F 1 (64 beds)	4.86
Housing Unit F 2 (64 beds)	4.86
Housing Unit F 3 (75 beds)	4.86
Housing Unit F 4 (75 beds)	4.86
Housing Unit G (40-segregation)	8.10
Rover Escort Officer	21.06
Rover Escort Officer	4.86
Perimeter Officer	4.86
Property Officer	3.24
Medical Officer	8.10
Medical Officer	1.62
Medical Triage Officer	1.62
Visiting Officer	6.48
Lobby / Public Entrance Officer	6.48

Intake/Release Officer	16.20
Work Crew Supervision Officer	4.86
rounding	0.32
<b>TOTALS</b>	<b>302.00</b>

U.S. Department of Homeland Security  
Immigration and Customs Enforcement

HSCEDM-10-D-00001



Wage Determination  
Detention Services  
Seattle Area Contract Detention Facility

Attachment 3



WD 05-2567 (Rev.-12) was first posted on www.wdol.gov on 07/07/2009

\*\*\*\*\*  
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 | WASHINGTON D.C. 20210

Shirley F. Ebbesen | Division of | Wage Determination No.: 2005-2567  
 Director | Wage Determinations | Revision No.: 12  
 | | Date Of Revision: 07/01/2009

State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

\*\*\*\*\*Fringe Benefits Required Follow the Occupational Listing\*\*\*\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.50
01012 - Accounting Clerk II		17.40
01013 - Accounting Clerk III		19.47
01020 - Administrative Assistant		23.37
01040 - Court Reporter		18.37
01051 - Data Entry Operator I		14.10
01052 - Data Entry Operator II		15.38
01060 - Dispatcher, Motor Vehicle		21.14
01070 - Document Preparation Clerk		13.39
01090 - Duplicating Machine Operator		13.39
01111 - General Clerk I		12.68
01112 - General Clerk II		14.80
01113 - General Clerk III		16.82
01120 - Housing Referral Assistant		21.81
01141 - Messenger Courier		12.95
01191 - Order Clerk I		14.24
01192 - Order Clerk II		15.55
01261 - Personnel Assistant (Employment) I		16.56
01262 - Personnel Assistant (Employment) II		18.53
01263 - Personnel Assistant (Employment) III		20.66
01270 - Production Control Clerk		20.85
01280 - Receptionist		14.47
01290 - Rental Clerk		16.18
01300 - Scheduler, Maintenance		17.49
01311 - Secretary I		17.49
01312 - Secretary II		19.57
01313 - Secretary III		21.81
01320 - Service Order Dispatcher		17.13
01410 - Supply Technician		23.37
01420 - Survey Worker		18.37
01531 - Travel Clerk I		13.32
01532 - Travel Clerk II		14.50
01533 - Travel Clerk III		15.60
01611 - Word Processor I		16.20

01612 - Word Processor II	18.19
01613 - Word Processor III	19.61
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.78
05010 - Automotive Electrician	21.78
05040 - Automotive Glass Installer	18.03
05070 - Automotive Worker	20.46
05110 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.78
05160 - Motor Equipment Metal Worker	20.46
05190 - Motor Vehicle Mechanic	21.89
05220 - Motor Vehicle Mechanic Helper	18.55
05250 - Motor Vehicle Upholstery Worker	20.46
05280 - Motor Vehicle Wrecker	20.46
05310 - Painter, Automotive	21.12
05340 - Radiator Repair Specialist	20.46
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.13
07041 - Cook I	13.11
07042 - Cook II	14.32
07070 - Dishwasher	9.68
07130 - Food Service Worker	11.19
07210 - Meat Cutter	20.42
07260 - Waiter/Waitress	11.22
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.45
09040 - Furniture Handler	15.33
09080 - Furniture Refinisher	17.45
09090 - Furniture Refinisher Helper	15.33
09110 - Furniture Repairer, Minor	16.37
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	16.64
11122 - Housekeeping Aide	13.21
11150 - Janitor	14.73
11210 - Laborer, Grounds Maintenance	15.07
11240 - Maid or Houseman	10.53
11260 - Pruner	13.17
11270 - Tractor Operator	17.43
11330 - Trail Maintenance Worker	15.07
11360 - Window Cleaner	15.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	19.31
12012 - Certified Occupational Therapist Assistant	22.95
12015 - Certified Physical Therapist Assistant	21.99
12020 - Dental Assistant	18.72
12025 - Dental Hygienist	44.22
12030 - EKG Technician	28.89
12035 - Electroneurodiagnostic Technologist	28.89

12040 - Emergency Medical Technician	21.26
12071 - Licensed Practical Nurse I	17.87
12072 - Licensed Practical Nurse II	20.00
12073 - Licensed Practical Nurse III	22.29
12100 - Medical Assistant	16.40
12130 - Medical Laboratory Technician	19.38
12160 - Medical Record Clerk	16.10
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	19.48
12210 - Nuclear Medicine Technologist	37.17
12221 - Nursing Assistant I	11.21
12222 - Nursing Assistant II	12.61
12223 - Nursing Assistant III	13.76
12224 - Nursing Assistant IV	16.59
12235 - Optical Dispenser	18.16
12236 - Optical Technician	17.87
12250 - Pharmacy Technician	17.24
12280 - Phlebotomist	16.59
12305 - Radiologic Technologist	32.53
12311 - Registered Nurse I	27.78
12312 - Registered Nurse II	33.98
12313 - Registered Nurse II, Specialist	33.98
12314 - Registered Nurse III	42.51
12315 - Registered Nurse III, Anesthetist	42.51
12316 - Registered Nurse IV	50.95
12317 - Scheduler (Drug and Alcohol Testing)	23.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.34
13012 - Exhibits Specialist II	23.84
13013 - Exhibits Specialist III	29.15
13041 - Illustrator I	19.95
13042 - Illustrator II	24.71
13043 - Illustrator III	30.22
13047 - Librarian	31.19
13050 - Library Aide/Clerk	12.96
13054 - Library Information Technology Systems Administrator	25.61
13058 - Library Technician	17.95
13061 - Media Specialist I	16.65
13062 - Media Specialist II	18.66
13063 - Media Specialist III	20.79
13071 - Photographer I	19.82
13072 - Photographer II	22.17
13073 - Photographer III	27.47
13074 - Photographer IV	33.59
13075 - Photographer V	40.65
13110 - Video Teleconference Technician	19.41
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.46
14042 - Computer Operator II	19.54
14043 - Computer Operator III	21.86
14044 - Computer Operator IV	24.20
14045 - Computer Operator V	26.80
14071 - Computer Programmer I	22.79
	(see 1)

14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.46
14160 - Personal Computer Support Technician		24.20
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.12
15020 - Aircrew Training Devices Instructor (Rated)		38.87
15030 - Air Crew Training Devices Instructor (Pilot)		46.59
15050 - Computer Based Training Specialist / Instructor		32.12
15060 - Educational Technologist		30.07
15070 - Flight Instructor (Pilot)		46.59
15080 - Graphic Artist		24.38
15090 - Technical Instructor		25.33
15095 - Technical Instructor/Course Developer		27.51
15110 - Test Proctor		19.58
15120 - Tutor		19.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.87
16030 - Counter Attendant		9.87
16040 - Dry Cleaner		12.41
16070 - Finisher, Flatwork, Machine		9.87
16090 - Presser, Hand		9.87
16110 - Presser, Machine, Drycleaning		9.87
16130 - Presser, Machine, Shirts		9.87
16160 - Presser, Machine, Wearing Apparel, Laundry		9.87
16190 - Sewing Machine Operator		13.23
16220 - Tailor		14.03
16250 - Washer, Machine		10.81
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.86
19040 - Tool And Die Maker		29.25
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		19.87
21030 - Material Coordinator		20.85
21040 - Material Expediter		20.85
21050 - Material Handling Laborer		15.41
21071 - Order Filler		14.16
21080 - Production Line Worker (Food Processing)		19.87
21110 - Shipping Packer		18.13
21130 - Shipping/Receiving Clerk		18.13
21140 - Store Worker I		15.39
21150 - Stock Clerk		19.42
21210 - Tools And Parts Attendant		19.87
21410 - Warehouse Specialist		19.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.37
23021 - Aircraft Mechanic I		28.50
23022 - Aircraft Mechanic II		29.37
23023 - Aircraft Mechanic III		30.25
23040 - Aircraft Mechanic Helper		22.11

23050 - Aircraft, Painter	25.14
23060 - Aircraft Servicer	24.97
23080 - Aircraft Worker	26.38
23110 - Appliance Mechanic	22.41
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	29.90
23130 - Carpenter, Maintenance	26.29
23140 - Carpet Layer	23.70
23160 - Electrician, Maintenance	28.34
23181 - Electronics Technician Maintenance I	26.96
23182 - Electronics Technician Maintenance II	28.14
23183 - Electronics Technician Maintenance III	29.14
23260 - Fabric Worker	22.67
23290 - Fire Alarm System Mechanic	24.48
23310 - Fire Extinguisher Repairer	21.36
23311 - Fuel Distribution System Mechanic	26.36
23312 - Fuel Distribution System Operator	24.00
23370 - General Maintenance Worker	21.99
23380 - Ground Support Equipment Mechanic	28.50
23381 - Ground Support Equipment Servicer	24.97
23382 - Ground Support Equipment Worker	26.38
23391 - Gunsmith I	21.36
23392 - Gunsmith II	23.95
23393 - Gunsmith III	25.87
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.59
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	27.44
23430 - Heavy Equipment Mechanic	25.87
23440 - Heavy Equipment Operator	28.59
23460 - Instrument Mechanic	28.27
23465 - Laboratory/Shelter Mechanic	24.99
23470 - Laborer	13.77
23510 - Locksmith	23.28
23530 - Machinery Maintenance Mechanic	27.15
23550 - Machinist, Maintenance	23.64
23580 - Maintenance Trades Helper	14.81
23591 - Metrology Technician I	28.27
23592 - Metrology Technician II	29.18
23593 - Metrology Technician III	30.03
23640 - Millwright	26.49
23710 - Office Appliance Repairer	23.55
23760 - Painter, Maintenance	24.99
23790 - Pipefitter, Maintenance	27.56
23810 - Plumber, Maintenance	24.93
23820 - Pneudraulic Systems Mechanic	25.78
23850 - Rigger	25.78
23870 - Scale Mechanic	23.95
23890 - Sheet-Metal Worker, Maintenance	26.77
23910 - Small Engine Mechanic	21.77
23931 - Telecommunications Mechanic I	25.80
23932 - Telecommunications Mechanic II	27.05
23950 - Telephone Lineman	23.22
23960 - Welder, Combination, Maintenance	23.93

23965 - Well Driller	31.23
23970 - Woodcraft Worker	25.87
23980 - Woodworker	20.46
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.29
24580 - Child Care Center Clerk	15.32
24610 - Chore Aide	10.63
24620 - Family Readiness And Support Services Coordinator	13.93
24630 - Homemaker	18.02
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.39
25040 - Sewage Plant Operator	27.04
25070 - Stationary Engineer	25.39
25190 - Ventilation Equipment Tender	19.55
25210 - Water Treatment Plant Operator	27.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.54
27007 - Baggage Inspector	13.70
27008 - Corrections Officer	22.50
27010 - Court Security Officer	28.16
27030 - Detection Dog Handler	15.06
27040 - Detention Officer	23.51
27070 - Firefighter	29.75
27101 - Guard I	13.70
27102 - Guard II	22.04
27131 - Police Officer I	32.22
27132 - Police Officer II	35.82
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.26
28042 - Carnival Equipment Repairer	13.04
28043 - Carnival Equipment Worker	9.88
28210 - Gate Attendant/Gate Tender	14.44
28310 - Lifeguard	11.39
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.89
28515 - Recreation Specialist	16.78
28630 - Sports Official	11.39
28690 - Swimming Pool Operator	15.27
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.37
29020 - Hatch Tender	27.37
29030 - Line Handler	27.37
29041 - Stevedore I	25.91
29042 - Stevedore II	28.56
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.37
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.77
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.38
30021 - Archeological Technician I	20.54
30022 - Archeological Technician II	24.01
30023 - Archeological Technician III	29.74
30030 - Cartographic Technician	29.74
30040 - Civil Engineering Technician	25.47

30061 - Drafter/CAD Operator I	21.45
30062 - Drafter/CAD Operator II	24.01
30063 - Drafter/CAD Operator III	26.75
30064 - Drafter/CAD Operator IV	32.94
30081 - Engineering Technician I	19.18
30082 - Engineering Technician II	21.53
30083 - Engineering Technician III	24.10
30084 - Engineering Technician IV	29.85
30085 - Engineering Technician V	36.40
30086 - Engineering Technician VI	44.17
30090 - Environmental Technician	26.28
30210 - Laboratory Technician	22.76
30240 - Mathematical Technician	29.52
30361 - Paralegal/Legal Assistant I	20.79
30362 - Paralegal/Legal Assistant II	25.76
30363 - Paralegal/Legal Assistant III	29.99
30364 - Paralegal/Legal Assistant IV	32.38
30390 - Photo-Optics Technician	29.74
30461 - Technical Writer I	24.43
30462 - Technical Writer II	29.88
30463 - Technical Writer III	36.16
30491 - Unexploded Ordnance (UXO) Technician I	23.75
30492 - Unexploded Ordnance (UXO) Technician II	28.74
30493 - Unexploded Ordnance (UXO) Technician III	34.45
30494 - Unexploded (UXO) Safety Escort	23.75
30495 - Unexploded (UXO) Sweep Personnel	23.75
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.81
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.25
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.80
31030 - Bus Driver	17.89
31043 - Driver Courier	17.01
31260 - Parking and Lot Attendant	11.03
31290 - Shuttle Bus Driver	18.10
31310 - Taxi Driver	13.29
31361 - Truckdriver, Light	18.10
31362 - Truckdriver, Medium	19.83
31363 - Truckdriver, Heavy	20.95
31364 - Truckdriver, Tractor-Trailer	20.95
99000 - Miscellaneous Occupations	
99030 - Cashier	12.33
99050 - Desk Clerk	10.80
99095 - Embalmer	23.75
99251 - Laboratory Animal Caretaker I	12.24
99252 - Laboratory Animal Caretaker II	13.02
99310 - Mortician	25.80
99410 - Pest Controller	20.11
99510 - Photofinishing Worker	12.48
99710 - Recycling Laborer	20.49
99711 - Recycling Specialist	22.41
99730 - Refuse Collector	18.37
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	15.61

99830 - Survey Party Chief	27.75
99831 - Surveying Aide	16.19
99832 - Surveying Technician	22.18
99840 - Vending Machine Attendant	14.52
99841 - Vending Machine Repairer	18.54
99842 - Vending Machine Repairer Helper	15.85

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:



(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### **\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

**NOTICE: ALL INCOMING AND OUTGOING MAIL TO INCLUDE SPECIAL CORRESPONDENCE IS SUBJECT TO INSPECTIONS FOR CONTRABAND.**

**NOTARY**

To request Notary Services sign up on the Law Library Sign-Up Sheet. This service is available for individuals detained in this facility only. Documents for friends, relatives or spouses will not be notarized. ICE approval is required when requesting Notary Services regarding identification. This includes but is not limited to driver's licenses, passports, birth certificates, marriage license requests, etc.

**DETAINEE DISCIPLINARY PROCESS**

In a facility where many individuals live together in a relatively small amount of space, it is extremely important that order and discipline be maintained. Discipline and order are not only for the benefit of staff, but also for the safety and welfare of you and all other detainees. While many problems can be solved informally through counseling, disciplinary measures must be imposed at times. The following is a list of offenses and associated penalties. Any detainee who is charged with a violation of facility rules will receive a disciplinary hearing and be permitted to speak, call witnesses, have a staff representative and present evidence before a penalty is imposed. Detainees have the right to appeal the decision of the Disciplinary Hearing within fifteen (15) days.

Detainees have the following rights:

1. The right to protection from personal abuse, corporal punishment, unnecessary or excessive use of force, personal injury, disease, property damage and harassment;
2. The right of freedom from discrimination based on race, religion, national origin, sex, sexual orientation, handicap, or political beliefs;
3. The right to pursue a grievance in accordance with written procedures;
4. The right to correspond with persons or organizations, consistent with safety, security, and the orderly operation of the facility; and,
5. The right to due process, including the prompt resolution of a disciplinary matter.

**Category I Offenses:**

Listed below are Category I or Greatest offenses. The Discipline Committee may impose any combination of penalties for Category II, III, or IV offenses as well as the following penalties:

- (1) Refer to ICE for Criminal Proceedings
- (2) Disciplinary Transfer
- (3) Disciplinary Segregation up to 60 days
- (4) Restitution
- (5) Loss of privileges

- 100 Killing
- 101 Assaulting any person (includes sexual assault)
- 102 Escape from escort; escape from secure facility
- 103 Setting a fire (charged with this act in this category only when found to pose a threat to life or a threat of serious bodily harm or in furtherance of a

prohibited act of greatest severity, e.g. a riot or an escape, otherwise the charge is classified as code 219 or 322.)

- 104 Possession or introduction of a gun, firearm, weapon, sharpened instrument, knife, dangerous chemical, explosive, escape tool, device or ammunition
- 105 Rioting
- 106 Inciting others to riot
- 107 Hostage-taking
- 108 Assaulting a staff member or any law enforcement officer
- 109 Threatening a staff member or any law enforcement officer with bodily harm.
- 110 Attempt to commit any of the above offenses or assist others to commit any of the above acts.
- 198 Interfering with a staff member in the performance of duties (conduct must be of the greatest severity). This charge is to be used only if another charge of greatest severity is not applicable.

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

U.S. Department of Homeland Security  
Immigration and Customs Enforcement

HSCEDM-10-D-00001



Deliverables  
Detention Services  
Seattle Area Contract Detention Facility

Attachment 4

**ATTACHMENT 4 – DELIVERABLES OF WRITTEN DOCUMENTATION  
DETENTION AND TRANSPORTATION SERVICE**

Copies of each deliverable shall be submitted to either the Contracting Officer or the COTR as described in the "Delivery/Days after Award Column".

ITEM	DESCRIPTION	SECTION-C SUBSECTION	DELIVERY/DAYS AFTER AWARD
A001	Quality Control Plan	Subsection 2 Item D	At post-award conference or as directed by the CO
A002	Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual	Subsection 2 Item J	Upon request by COTR
A003	Staffing Plan	Subsection 2 Item K	Within 30 days of revision or upon Government's request
A004	Resumes of Key Personnel	Subsection 2 Item K, Para. 3	Subject to review and approval by the CO and COTR before employee EOD
A005	Organizational Chart	Subsection 2 Item K, Para. 4	Within 15 days of revision and upon Government request
A006	Training Plan	Subsection 2 Item M	Subject for review and approval by the CO and COTR within 30 days after Contract Award
A007	Employee's certifications that they have read and understand the standards of conduct	Subsection 3 Item A	Prior to EOD to COTR
A008	Copy of Standards of conduct and corresponding disciplinary actions	Subsection 3 Item A	Prior to EOD to COTR
A009	Report of employee(s) in violation or attempt to violate standards of conduct	Subsection 3 Item A, Para. 7	Immediately (immediate verbal report, with written follow-up) to COTR
A010	Medical examination conducted by a licensed physician	Subsection 3 Item C	30 days prior to EOD.
A011	Notification of change in employee's health status	Subsection 3 Item C, Para. 9	Immediately to COTR
A012	Random drug-screening results	Subsection 3 Item D	To COTR within 24 hours after receipt
A013	Contraband control program	Subsection 3 Item E	Within 30 days of award to CO and COTR
A014	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Subsection 3 Item F	Immediately (immediate verbal report, with written follow-up) to COTR
A015	Personnel files	Subsection 3 Item J	Upon request by COTR or CO
A016	Uniform approval by COTR	Subsection 3 Item K, Para. 1	Uniform sample or clothing swatches and badges within 7 days of contract award. Any changes in uniform will be subject immediately for review by the CO and COTR before implementation.
A017	Certification that each contract employee has been issued approved credentials	Subsection 3 Item K, Para 1 and 2(c)	Prior to EOD to COTR
A018	Registrations, commissions, permits, or licenses for each uniformed employee	Subsection 3 Item L	Prior to EOD to COTR

A019	Detention Officer Assignment Roster	Subsection 3 Item N, Para. 1	Posted 1 week in advance and copy to COTR only
A020	Manpower Report	Subsection 3 Item N, Para. 1	Monthly to COTR
A021	E-QIP Security Process	Subsection 4	Prior to EOD to COTR
A022	Training Program	Subsection 5	30 days after contract award to CO and COTR
A023	Institutional Emergency Plan	Subsection 6, Item K	Within 7 days after contract award to COTR and CO
A024	Log Books	Subsection 7 Item D	Upon request by COTR
A025	Manifest of Detainees	Subsection 7, Item E	Daily to COTR
A026	Monthly status reports	Subsection 7 Item E	Monthly to COTR
A027	Copy of certification stating employee understands and agrees to comply with Post Orders	Subsection 7, Item K	Upon request to COTR
A028	Physical force incident Report	Subsection 7, Item M	Verbal immediately and written prior to end of shift to COTR
A029	Written report for escapes	Subsection 7 Item Q	Immediately (verbal report immediately and written report prior to end of shift to COTR
A030	Evacuation Plan	Subsection 7 Item S	30 days after contract award to CO and COTR
A031	Injury, illness, physical harm or threat to safety, health or welfare	Subsection 7 Item T	Immediately (verbal report immediately and written report prior to end of shift) no later than 24 hours of incident to COTR
A032	Detainee death or injury	Subsection 10, Item A	Immediately (Verbal report immediately and written report prior to end of shift) no later than 24 hours of incident to COTR
A033	Commissary Inventory	Subsection 12, Item D	Upon request to COTR
A034	Firearms - a complete listing of licensed firearms by serial numbers and by each safe location	Subsection 14 Item A, Paras. M and N	7 days after contract award to COTR
A035	Appropriate state and municipality permits and weapons permit for each officer	Subsection 14 Item A, Paras. O, P and Q	Three working days prior to employee EOD to COTR
A036	Firearms training certificates	Subsection 14 Item A, Paras. V and W.	Prior to Entry On Duty (EOD) or performance of duty involving firearms to COTR

U.S. Department of Homeland Security  
Immigration and Customs Enforcement

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ICE Body Armor Policy  
Detention Services  
Seattle Area Contract Detention Facility

Attachment 5



**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT**  
**ICE Policy System**

**OFFICE OF PRIMARY INTEREST: Director of Operations (National Firearms and Tactical Training Unit)**

<b>DISTRIBUTION:</b>	ICE
<b>DIRECTIVE NO.:</b>	70001.1
<b>ISSUE DATE:</b>	02/04/2005
<b>EFFECTIVE DATE:</b>	02/04/2005
<b>REVIEW DATE:</b>	02/04/2008
<b>SUPERSEDES:</b>	see section 3

**DIRECTIVE TITLE: ICE Body Armor Policy**

1. **PURPOSE and SCOPE.** To establish the U.S. Immigration and Customs Enforcement (ICE) policy for the use of personal protective soft body armor (body armor) and identify related management and employee responsibilities. This directive applies to all components of ICE with armed officers.
2. **AUTHORITIES/REFERENCES.**
  - 2.1. **Statutory and Regulatory Authority**

8 USC 1103
  - 2.2. **ICE Policy**

Interim ICE Firearms Policy (July 7, 2004)

Interim ICE Use of Force Policy (July 7, 2004)
  - 2.3. **National Institute of Justice Reference Documents**

Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04 and amendments)

Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98, and amendments)
3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.**

This directive supersedes previous legacy policies, issuances and previously recognized processes for soft body armor for all ICE offices with armed officers.

#### 4. DEFINITIONS.

- 4.1. **Body Armor** - A protective garment designed to stop a variety of standard handgun projectiles. The armor is not designed to stop all projectiles, especially those fired from high-caliber rifles. Unless rated as stab resistant, this armor is not designed to prevent injury from sharp or cutting or piercing-type weapons. No body armor is designed as a replacement for common sense, good judgment and proper street survival procedures and tactics.
- 4.2. **Technology Standards for Body Armor** – The Law Enforcement and Corrections Standards and Testing Program (LECSTP) is sponsored by the Office of Science and Technology of the National Institute of Justice (NIJ), Department of Justice (DOJ). The LECSTP is an applied research effort that determines the technological needs of justice systems agencies, sets minimum performance standards for specific devices, tests commercially available equipment against those standards and disseminates the standards and the test results to criminal justice agencies nationally and internationally. The NIJ reference documents for this policy are listed in the Authorities section and are as follows: Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04) and Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98), to include amendments.

#### 5. POLICY

- 5.1. All ICE employees authorized to carry firearms as a condition of employment shall be issued protective body armor. New employees will be fitted for body armor during their initial training at the Federal Law Enforcement Training Center (FLETC) or as specified by ICE. Replacement of expired or damaged body armor in the field shall be coordinated with the designated official for that operational component, most often the Senior Firearms Instructor (SFI).
- 5.2. The ballistic resistance performance standard for protective body armor requires a minimum of threat level type IIA protection, with side panel coverage, and must meet the current NIJ standards.
- 5.3. All ICE armed officers are strongly encouraged to wear their issued body armor while performing law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by a supervisor.
- 5.4. All Federal Protective Service (FPS) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When in a non-uniform status or not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away

from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by an FPS supervisor.

- 5.5. All Detention and Removal Operations (DRO) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. DRO armed officers performing administrative duties or duties inside a detention facility shall not be required to wear their issued body armor.
- 5.6. Due to their covert mission within the aviation environment, Federal Air Marshals shall wear issued body armor according to their internal guidance and procedures as established by the Director, Federal Air Marshal Service.
- 5.7. The wearing of body armor during normal operations is at the discretion of the employee, except during activities as specified in the Procedures Section of this directive and for FPS and DRO armed officers as stated above in sections 5.4 and 5.5.
- 5.8. All employees need to be aware of the health risks associated with the wearing of body armor in high-heat/high humidity conditions and/or during strenuous exertion. When employees are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
- 5.9. ICE does not authorize the use of personally owned body armor for armed officers while functioning as ICE employees. Any exception to this requirement first must be approved by the director of the operational component and then by the Director of the National Firearms and Tactical Training Unit (NFTTU).
6. **RESPONSIBILITIES.**
  - 6.1. The NFTTU is responsible for the development of all national policy and procedures, and exercises program management responsibility for the body armor program.
  - 6.2. The NFTTU shall coordinate all research, testing, evaluation, procurement, distribution and destruction of body armor.
  - 6.3. The SFIs are responsible for coordinating requests for body armor, ensuring training requirements are met and conducting inspections of all body armor as required by the NFTTU.
  - 6.4. Supervisors are responsible for ensuring armed personnel under their supervision are issued body armor and that it has not exceeded its expiration date.

- 6.5. Supervisors are responsible for ensuring that all personnel issued body armor comply with the mandatory requirements for wearing body armor specified in the Procedures Section of this policy.
- 6.6. ICE officers are responsible for the proper care and inspection of the issued body armor in accordance with the manufacturer's recommendations and ballistic panel labeling.
- 6.7. ICE officers are required to attend, participate and complete all mandated body armor training as required by ICE and/or their operational component.

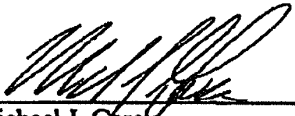
**7. PROCEDURES.**

- 7.1. The NFFTU will develop standard operating procedures to be used for the selection, procurement, issuance, accountability, replacement and disposal of all ICE-owned and issued body armor.
- 7.2. The NFFTU shall maintain the national inventory system for body armor. Unless otherwise identified by the NFFTU, the Firearms Inventory System (FIS) module in the Automated Management Information System is the national inventory system and will be the official system of record for the accountability, transfer and inventory of all ICE body armor.
- 7.3. The officer to whom the body armor is issued is responsible for electronically accepting it in the designated automated inventory system. Body armor should not be documented on any other ICE property record document other than for exigent circumstances and only as an interim hand receipt until FIS can be properly updated by the responsible officer(s).
- 7.4. A 100 percent body armor inventory shall be performed annually by all employees issued body armor in FIS. Responsible officials (supervisory personnel) shall ensure that the employees complete their annual inventory and verification process in FIS within 30 days of notification of the initiation of the inventory process. Employees who fail to complete their inventory and verifications within the specified 30 days may be subject to disciplinary action.
- 7.5. In the event that body armor is lost or stolen, it must be reported to the NFFTU via facsimile (814-946-9995) and FIS within 48 hours of discovery by the employee to whom it was issued. This FIS reporting requirement does not preclude any other reporting requirement(s) mandated by any other ICE policy or procedure. The stolen body armor information, with serial number, shall also be entered into the National Crime Information Center (NCIC) database.

- 7.6. The wearing of body armor by ICE armed officers is mandatory during the following activities:
- 7.6.1. Special Response Team (SRT) deployments when officers are part of an arrest, or operate as an entry or perimeter element;
  - 7.6.2. Executing arrests in pre-planned situations. ICE officers working in an undercover capacity, or in support of another officer working in an undercover capacity, may be exempted from the requirement of wearing body armor stated in this section, if the wearing of the body armor presents a danger of being exposed as a law enforcement officer. This exemption pertains to officers who will be working in close proximity to violators and who may identify the officer as a law enforcement officer by noticing the body armor. In all cases, the exemption must be approved by a first-line supervisor prior to the operation;
  - 7.6.3. Execution of high-risk search warrants until the premises are secured and cleared or at the discretion of the first-line supervisor;
  - 7.6.4. Apprehension phases of air and marine interdiction operations;
  - 7.6.5. Transportation, storage or destruction of seized narcotics, currency or other high risk or valuable commodity;
  - 7.6.6. During normal operations for FPS and DRO officers, if armed, and in uniform as stated above in sections 5.4., 5.5. and 5.7.;
  - 7.6.7. In emergency situations where ICE management determines there is an immediate threat to the safety of employees. In addition to the nature of the emergency situation, ICE management will also determine the duration of the emergency and, accordingly, the length of time that body armor must be worn; and,
  - 7.6.8. During all DRO fugitive apprehension operations regardless of whether it is a formalized, preplanned operation or not. This does not include simple investigative inquiries when an apprehension is not anticipated by the DRO armed officer.
- 7.7. SFIs shall ensure that training is provided to each employee who is issued body armor. SFIs shall ensure that all training is documented in the appropriate system as identified by the NFFTU.
- 7.8. Body armor training covers the following:
- Circumstances/situations when body armor must be worn;
  - Type of body armor that is necessary;

- Procedures to properly don, doff, adjust and wear body armor;
  - Limitations of body armor;
  - Proper care, maintenance and useful life of the body armor; and,
  - Use of firearms while wearing body armor.
- 7.9. Employees shall notify their supervisor(s) of the need to replace worn, damaged or ill-fitting body armor should such a need be identified by the armed officer or SFI.
- 7.10. Body armor that is no longer serviceable will be physically and electronically transferred to the NFTTU for final disposition.
- 7.11. Expired body armor distributed prior to the utilization of the NFTTU automated system for inventory and accountability shall be physically transferred to the NFTTU for final disposition. The NFTTU shall furnish guidance for the manual transfer of body armor that is not documented in FIS.
- 7.12. Additional guidance or instructions regarding the identification, procurement, replacement, transfer, tracking and inventory of body armor may be issued by the NFTTU to address agency transition, reorganization and/or realignment.
8. **NO PRIVATE RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved

  
Michael J. Garcia  
Assistant Secretary

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ICE BODY ARMOR POLICY

Attachment 5 - ICE Body Armor Policy  
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U.S. Department of Homeland Security  
Immigration and Customs Enforcement

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DRO Policy and Procedure Manual  
(Appendix 32-1 Vehicle Ordering Menu)  
Detention Services  
Seattle Area Contract Detention Facility

Attachment 6

# **Detention and Removal Operations**

## **DRO Policy and Procedure Manual**

### **Appendix 32-1 Vehicle Ordering Menu**

#### **DETENTION AND REMOVAL OPTION PACKAGES FOR ORDERING VEHICLES**

- Option 1a. - Large Bus**
- 1b. - Mid-Range Bus**
- Option 2a. - Standard Airporter**
- 2b. - Wheelchair Accessible Airporter**
- Option 3a. - 13 Passenger Long Bed Van with Insert**
- 3b. - 12 Passenger Long Bed Van w/ Insert and Luggage Space**
- 3c. - 12 Passenger Short Bed Van with Insert**
- 3d. - 13 Passenger Standard Van, No Insert**
- 3e. - Standard Van, No Insert - wheelchair accessible**
- Option 4a. - Minivan caged/secure package**
- 4b. - Minivan Fugitive Operations package**
- Option 5a. - Sedan full-size Caged/secure package**
- 5b. - Sedan full-size Fugitive Operations package**
- 5c. - Sedan mid-size Fugitive Operations package**
- Option 6a. - SUV full-size Caged/secure package**
- 6b. - SUV full-size Fugitive Operations package**
- 6c. - SUV mid-size Fugitive Operations package**
- Option 7. - Pick-up Fugitive Operations package**



**Option 8. - Fugitive Operations surveillance van\***

**\*Under development not available for order at this time\***

**Option 9. - Specialty Vehicle (i.e.: Utility or Food Service Truck;Tractor Trailer)**

**OPTION DESCRIPTION**

**Option 1a. - Large Bus**

**Description:** Long-range coach bus retrofit. Standard security screened interior with movable partition. 46-passenger capacity, equipped with lavatory.

**Purpose:** Long distances, long trip duration, high capacity.

**Option 1b. - Mid-range bus**

**Description:** Mid-range coach bus retrofit. Standard security screened interior with movable partition. 44-passenger capacity, equipped with lavatory.

**Purpose:** Shorter distances and shorter trip duration. Reduced passenger capacity.

**Option 2a. Standard Airporter**

**Description:** Twenty-two passenger rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with an eight-passenger compartment, a twelve-passenger compartment, and a two-passenger compartment. Two-passenger compartment contains a fold-up bench seat allowing for luggage/property storage.

**Purpose:** Designed for local area operations such as airport or court runs. Ideal for offices where routine operations call for mixed count of officers and detainees, or when detainee count routinely exceeds standard van capacity.

**Option 2b. - Wheelchair accessible Airporter**

**Description:** Maximum capacity of nineteen-passenger, rear and side loading retrofit. Standard security screened interior. Vehicle and chassis similar to typical airport/rental car shuttle bus. Secure vehicle with a two-passenger compartment, a twelve-passenger compartment, and a compartment with fold-up bench seats allowing for either two wheelchair bound passengers, or five passengers. The two-passenger compartment also has fold-up bench seat allowing for additional luggage/property storage.

**Purpose:** Same as option 2a, adding space for two wheel-chair passengers. Versatility to accommodate one or two wheelchairs and a combination of additional escort officers, detainee segregation or additional luggage/property space.

**Option 3a. - 13 Passenger Long-Bed Van with Insert**

**Description:** White long-bed cargo van, with thirteen-passenger, long-bed insert installed with a movable partition. Rear and side loading. Insert runs entire length of van.

**Purpose:** The Insert package is a high security package designed for transporting new apprehensions where classification of background, security level, and/or health conditions, are unknown. Officers cabin air independent of custody compartment. Ideal for shorter distances and trip duration. Easy loading and cleanup. Movable partition provides for custody and/or luggage segregation within insert.

**Option 3b. - 12 Passenger Long-Bed Van with Insert**

**Description:** White long-bed cargo van, with twelve-passenger, long-bed insert. Movable partition optional. Rear loading. Insert is shorter than option 3a, creating space between front cabin and insert, allowing for luggage space, and if necessary, side/front loading through front/emergency door of Insert.

**Purpose:** Same as 3a. Ideal for locations where permanent, easily accessible luggage space is a priority. Side loading of detainees is possible, but not ideal.

**Option 3c. - 12 Passenger Short-Bed Van with Insert**

**Description:** White short-bed cargo van, with twelve-passenger insert. Rear loading only. Insert runs entire length of van.

**Purpose:** Recommended for off road, border operations where long wheelbase bottoming out is a concern. Suitable for locations where luggage segregation and side loading availability is not necessary.

**Option 3d. - 13 Passenger Standard Van, No Insert**

**Description:** Standard thirteen-passenger white maxi-van with forward-facing vinyl bench seats with standard security screened package.

**Purpose:** For longer distances or trip duration where a standard security package and enhanced passenger comfort is appropriate. For operations where custody segregation and officer-custody air separation is not a major issue. Appropriate for transporting of detainees whose background, security level, and health conditions have been properly identified.

**Option 3e. Standard Van, No Insert - wheelchair accessible**

**Description:** Standard white maxi-van with forward-facing vinyl bench seats and standard security-screened package. Security screen installed behind bench seats. Rear bench seats are removed to allow for installation of rear-loading wheelchair lift, wheelchair locking

device, and wheelchair. Allows for 7 detainees, side loading only; and one wheelchair detainee, rear-loading only. Rear compartment can be used for luggage and/or equipment when not transporting wheelchair. Security screen allows for separation of detainees from luggage/equipment.

**Purpose:** Versatility to accommodate one wheelchair and up to seven detainees with segregation for large additional luggage/property space.

**Option 4a. - Minivan Caged/security package**

**Description:** Standard white mini-van with forward-facing bench seats with standard security screened package. Allows for up to five detainees.

**Purpose:** Smaller transport vehicle with lower capacity. Ideal for offices where a smaller vehicle is conducive to operating area.

**Option 4b. - Minivan Fugitive Operations package**

**Description:** Standard seven-passenger mini-van with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 5a. Sedan full-size Caged/secure package**

**Description:** Full size white sedan with standard security screened package. Allows for up to three detainees.

**Purpose:** Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

**Option 5b. - Sedan full-size Fugitive Operations package**

**Description:** Full size sedan with standard fugitive operations package as described below.

**Purpose:** Self-explanatory.

**Option 5c. Sedan mid-size Fugitive Operations package**

**Description:** Mid size sedan with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 6a. SUV full-size Caged/secure package**

**Description:** Full size white SUV with standard security screened package. Allows for up to five detainees.

**Purpose:** Secure detainee transport when low number of detainees is routine and a larger capacity vehicle is not warranted.

**Option 6b. SUV full-size Fugitive Operations package**

**Description:** Full size SUV with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 6b. SUV mid-size Fugitive Operations package**

**Description:** Mid size SUV with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 7 Pickup Truck Fugitive Operations package**

**Description:** Full size, extended cab pickup truck with standard fugitive operations package as described below.

**Purpose:** Self explanatory

**Option 8 Fugitive Operations surveillance van\***

**\*Under development not available for order at this time\***

**Option 9 Specialty Vehicle**

**Description:** This is a specialty vehicle required to fulfill unique requirements, such as a Food Service Truck to be deployed at a Service Processing Center or tow-truck to be deployed to a Service Maintenance Shop. Prior to ordering, written justification to, and concurrence from, Regional and Headquarters DRO management is required.

**FUGITIVE OPERATIONS PACKAGE: Standard Accessories and Amenities**

Tilt steering wheel and cruise control

AM/FM radio

Power windows, locks, and side mirrors

Intermittent wipers

Road emergency kit

First aid kit

Fire extinguisher

Service Radio - concealed out of sight

Tinted windows

Front and rear, emergency strobe/flashing lights

Locking trunk box to secure weapon and/or equipment

No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.

**CAGED/SECURE TRANSPORT VEHICLES (bus/van/suv/sedan): Standard Accessories and Amenities**

Tilt steering wheel and cruise control

AM/FM radio

Power windows, locks, and side mirrors

Intermittent wipers

Map light

Road emergency kit

First aid kit

Fire extinguisher

Service Radio roof, console, or dash mounted

Tinted windows

Front and rear, emergency strobe/flashing lights

Locking trunk box to secure weapon and/or equipment

Shotgun rack and gun box (bus and maxi van)

Expanded metal security screen with plexiglass installed between drivers compartment (front seat) and passenger/custody area. Metal bars and/or screen on all windows.

No alterations are to be made to DRO vehicles without specific concurrence from Regional and Headquarters DRO management.

**ADDITIONAL ACCESSORIES AVAILABLE - (these items require written justification to, and concurrence from, Regional and Headquarters DRO management)**

All Wheel Drive or Four Wheel Drive

Block heater

Heated side mirrors

Transmission cooler

Additional emergency lights

Brush guards

U.S. Department of Homeland Security  
Immigration and Customs Enforcement

HSCEDM-10-D-00001



E-Qip Instructions and Forms  
Detention Services  
Seattle Area Contract Detention Facility

Attachment 7

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
ICE Policy System**

<b>DISTRIBUTION:</b>	<b>ICE</b>
<b>DIRECTIVE NO.:</b>	<b>6-8.0</b>
<b>ISSUE DATE:</b>	<b>May 29, 2008</b>
<b>EFFECTIVE DATE:</b>	<b>May 29, 2008</b>
<b>REVIEW DATE:</b>	<b>May 29, 2011</b>
<b>SUPERSEDES:</b>	<b>See Section 3 Below.</b>

**DIRECTIVE TITLE: ICE SUITABILITY SCREENING REQUIREMENTS FOR  
CONTRACTOR PERSONNEL**

1. **PURPOSE and SCOPE.** This Directive establishes policy and procedures used to determine a person's suitability to work for contractors providing services to U.S. Immigration and Customs Enforcement (ICE). This Directive applies to all ICE contractor personnel.
2. **AUTHORITIES/REFERENCES.**
  - 2.1. Office of Management and Budget (OMB) Circular No. A-130, App. III, "Security of Federal Automated Information Resources," November 28, 2000.
  - 2.2. Department of Homeland Security (DHS) Management Directive (MD) 11080, "Security Line of Business Integration and Management," January 3, 2006.
  - 2.3. DHS Sensitive Systems Handbook 4300A, Version 5.5. September 30, 2007, or latest version. (See also Attachment J to 4300A, "Requesting Exceptions to Citizenship Requirement.")
  - 2.4. DHS Sensitive Systems Policy Directive 4300A, Version 5.5. September 30, 2007, or latest version.
  - 2.5. DHS MD 11042.1, "Safeguarding Sensitive but Unclassified (For Official Use Only) Information," January 6, 2005.
  - 2.6. Executive Order (E.O.) 12829, "National Industrial Security Program (NISP)."
  - 2.7. DHS Acquisition Regulation (HSAR), Section 3052.204-71 (codified at 48 CFR § 3052.204-71).
  - 2.8. Department of Defense (DOD) 5220.22-M, "National Industrial Security Program Operating Manual (NISPOM)," January 1995, with supplements, dated July 1997 and February 2001. NISPOM replaces DOD Industrial Security Manual for Safeguarding Classified Information, January 1991.
  - 2.9. DHS MD 11035, "Industrial Security Program (ISP)," dated February 10, 2005.

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**ICE Suitability Screening for Contractor Personnel**

Attachment 7 - E-QIP Instructions and Forms

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- 2.10. Title 5, United States Code (U.S.C), § 552, "The Freedom of Information Act," as amended.
- 2.11. 5 U.S.C. § 552(a), "The Privacy Act of 1974," as amended.
- 2.12. Title 5, Code of Federal Regulations (CFR), Part 736, "Personnel Investigations."
- 2.13. Homeland Security Presidential Directive-12 (HSPD-12) "Policy for a Common Identification Standard for Federal Employees and Contractors," dated August 27, 2004.
- 2.14. Office of Personnel Management (OPM)," Investigations Service, Investigator's Handbook," July 2007.
- 2.15. ICE Directive 5-2.0, "Safeguarding Law Enforcement Sensitive Information," March 23, 2007.
- 3. **SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This Directive is the originating and establishing directive for Suitability Screening Requirements for Contractors.
- 4. **BACKGROUND.** The provisions of this Directive define the suitability screening standards for contractor personnel requiring regular, ongoing, and unescorted access to ICE-owned facilities; access to ICE-controlled facilities, or commercial facilities operating on behalf of ICE; access to ICE information technology (IT) systems and the systems' data; and access to Sensitive Information.
- 5. **DEFINITIONS.** The following definitions are provided for the purposes of this Directive.
  - 5.1. **Access.** The ability to enter and/or pass through an area or a facility; or the ability or authority to obtain information, monetary or material resources. In relation to classified information, it means the ability, authority, and/or opportunity to obtain knowledge of classified information.
  - 5.2. **Adjudication.** An examination of a person's conduct over a sufficient period of their life designed to make an affirmative determination as to their suitability for employment, eligibility for access to classified information, materials and areas, or for their retention in Federal employment.
  - 5.3. **Background Investigation.** A term generically used to describe various types of investigations into an applicant's or employee's personal history that are used to determine the individual's suitability for Federal employment and/or to make a determination as to whether an individual is eligible for access to classified information at the appropriate level for the position. These investigations are conducted using a variety of methods, which include completion of questionnaires, electronic inquiries,

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**ICE Suitability Screening for Contractor Personnel**

written or telephone inquiries, or through personal contact with references. See Section 5.13 below for the various types of background investigations and their scope.

- 5.4. **Contract.** As defined in the Federal Acquisition Regulations, a contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments (undertaken by or affecting two sides equally or binding on both parties), contracts include, but are not limited to, awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. § 6301, *et seq.*
- 5.5. **Contracting Officer (CO).** A person with the authority to enter into, administer, and/or terminate contracts, and make related determinations and findings. The CO maintains a strong relationship with the COTR.
- 5.6. **Contracting Officer's Technical Representative (COTR).** A person who has been delegated authority by a contracting officer to perform specific functions in managing a contract and/or business arrangement. The COTR provides technical direction within the confines of the agreement, monitoring performance, ensuring requirements are met within the terms of the contract, and maintaining a strong relationship with the CO. The CO and COTR work together to ensure the contract requirements are clearly communicated to the contractor.
- 5.7. **Contractor Personnel.** An agent or employee of an entity that provides supplies or services to ICE pursuant to a contract.
- 5.8. **Entry on Duty Determination (EOD).** All contractor personnel assigned to work in positions requiring access to ICE facilities, information or IT positions are required to undergo a pre-employment background check to determine their suitability for employment. If the completed pre-employment background check results are favorable, prospective contractor personnel are allowed to enter on duty prior to completion and adjudication of the more in-depth personnel security investigation.
- 5.9. **Electronic-Questionnaire for Investigations Processing (e-QIP).** A web-based automated system that allows individuals to electronically enter, update, and transmit their personal investigative data over a secure Internet connection.
- 5.10. **ICE Facility.** ICE-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, any portion of which or all are under the jurisdiction, custody or control of ICE; ICE-controlled commercial space shared with non-government tenants; ICE-owned contractor-operated facilities; and facilities under a management and operating contract such as for the operation, maintenance, or support of

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ICE Suitability Screening for Contractor Personnel

a Government-owned or controlled research, development, special production, or testing establishment.

- 5.11. Information Technology (IT).** As defined by 40 U.S.C. § 11101(6) ("Clinger-Cohen Act"), any equipment, or interconnected system or subsystem of equipment used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by ICE.
- 5.12. IT Systems.** Information technology systems that are (1) owned, leased, or operated by ICE; (2) operated by a contractor on behalf of ICE; or (3) operated by another Federal, state or local government agency on behalf of ICE.
- 5.13. Personnel Security Investigations (PSI) for Contractor Personnel at ICE.** Investigations conducted on contractor personnel that serve as the basis for determinations of suitability for employment and eligibility for access to ICE facilities and sensitive information. These investigations focus on an individual's character and past conduct that may have an impact on the integrity and efficiency of ICE. Types of investigations are as follows.
- 1) **Background Investigation (BI):** Coverage period is 10 years. Consists of a National Agency Check (NAC) (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment (5 years); education (5 years and most recent degree); residence (3 years); law enforcement agency checks (5 years); and a credit check (5 years).
  - 2) **Child Care National Agency Check and (written) Inquiries:** An enhanced National Agency Check with Inquiries (NACI) (see Section 5.13(6) below) that, to meet special investigation requirements for those in child care provider positions, searches records of State Criminal History repositories of the state where the subject resides.
  - 3) **Limited Background Investigation (LBI):** Coverage period is 10 years. Consists of a NAC (see Section 5.13(5) below); a personal Subject Interview and source interviews; employment, education and residence (3 years); law enforcement agency checks (5 years); and credit check (5 years).
  - 4) **Minimum Background Investigation (MBI):** Coverage period is 5 years. Consists of a NAC (see Section 5.13(5) below), a personal Subject Interview, employment, education and degree(s) (5 years); residence (3 years); law enforcement agency checks (5 years); and credit check (5 years). Other than the subject interview, there are no source interviews conducted during this investigation.
  - 5) **National Agency Check (NAC):** Consists of records searches in the OPM Security/Suitability Investigations Index (SII); Federal Bureau of Investigation (FBI) Identification Files; FBI National Criminal History Fingerprint File; Defense

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**ICE Suitability Screening for Contractor Personnel**

Clearance and Investigations Index (DCII); and other sources, as necessary, to cover specific areas of a subject's background. It is an integral part of all investigations.

- 6) **National Agency Check with Inquiries (NACI):** Coverage period is 5 years. Consists of a NAC, employment checks (5 years); education checks and degrees (5 years); residence checks (3 years); law enforcement agency checks (5 years); and personal reference checks. Pursuant to the requirements of the HSPD-12, a NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a Personal Identity Verification (PIV) Card.
- 7) **Single Scope Background Investigation (SSBI):** Consists of a NAC (Section 5.13(5) above), a spouse or cohabitant NAC, a personal Subject Interview, and citizenship, education, employment, residence, law enforcement, and record searches covering the most recent ten (10) years or since the 18<sup>th</sup> birthday, whichever is shorter.
- 8) **Investigation Exception:** An exception to the above investigations may be granted for contractor personnel requiring physical access to ICE facilities for short-term periods of time. A fingerprint-based criminal history check and a citizenship check are required for building access only and will be handled on a case-by-case basis.

**5.14. Personnel Investigations Processing System (PIPS).** A database used by OPM to manage its investigations program.

**5.15. Public Trust Positions.** Positions defined under 5 CFR 731 that may involve policy-making, major program responsibility, public safety and health, law enforcement duties, fiduciary responsibilities, or other duties demanding a significant degree of public trust; and positions involving access to, operation of, or control of financial records with a significant risk for causing damage or realizing personal gain.

**5.16. Risk Levels Applied to Contractor and Public Trust Positions.**

- 1) **Low Risk:** Positions have the potential for limited impact on the integrity and efficiency of ICE. The positions involve duties and responsibilities of limited relation to an agency or program mission.
- 2) **Moderate Risk:** Positions have the potential for moderate to serious impact on the integrity and efficiency of the service. These positions involve duties that are considerably important to the agency or program mission with significant program responsibility or delivery of service.
- 3) **High Risk:** Positions have the potential for exceptionally serious impact on the integrity and efficiency of the service. These positions involve duties that are especially critical to the agency or program mission with a broad scope of responsibility and authority.

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ICE Suitability Screening for Contractor Personnel

- 5.17. Sensitive Information.** Any information the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. § 552(a), The Privacy Act of 1974, as amended, but which has not been specifically authorized under criteria by an Executive Order or an Act of Congress to be kept secret in the interests of national defense, homeland security, or foreign policy. This definition includes the following categories of information.
- 1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. § 211-224; its implementing regulations, 6 CFR 29; or the applicable PCII Procedures Manual.
  - 2) Sensitive Security Information (SSI) as described in 49 CFR 1520.
  - 3) Sensitive But Unclassified Information (SBU) consists of any other information, which, if provided by the government to the contractor and/or contractor personnel is marked in such a way as to place a reasonable person on notice of its sensitive nature and is designated "sensitive" in accordance with subsequently adopted homeland security information handling requirements.
- 5.18. Staff-like Access.** Unescorted or unaccompanied access by contractor personnel in a manner similar to access by a Federal employee to ICE-owned or controlled facilities, information systems, security systems, or products containing SSI or SBU.
- 5.19. Standard Form 85P (SF 85P), Questionnaire for Public Trust Positions.** Used to collect information for public trust positions.
- 5.20. Standard Form 86 (SF 86), Questionnaire for National Security Positions.** Used to collect information for national security positions.
- 5.21. Suitability.** A determination based on an individual's character and/or conduct that may have an impact on the integrity and/or efficiency of the individual's employment. A suitability determination is required for all positions and is a process separate and distinct from a security determination which determines an individual's eligibility for assignment to, or retention in, a sensitive national security position.
- 5.22. Suitability Screening.** The process of determining a person's suitability for employment to work or provide services as a contractor or contractor personnel to ICE.
- 6. POLICY.** All contractor personnel positions within ICE shall be screened for suitability to ensure organizational integrity and efficiency throughout the ICE workforce. All ICE contractors, subcontractors, consultants, licensees, and grantees requiring access to classified information shall be investigated commensurate with the risk levels as described in the OPM Public Trust Designation Model or pursuant to E.O. 12829, NISP, and DHS MD 11035, ISP.

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**ICE Suitability Screening for Contractor Personnel**

## **7. RESPONSIBILITIES.**

- 7.1. The Office of Professional Responsibility (OPR) Director is also the designated ICE Chief Security Officer (CSO) and is responsible for administering the Personnel Security and Suitability Program.**
- 7.2. The OPR Personnel Security Unit (PSU), Unit Chief, under the direction of the ICE CSO, is responsible for implementing the minimum standards required by this Directive. These requirements are to ensure and maintain integrity in the workforce. The PSU is responsible for the following actions:**
- 1) Working with ICE program offices to develop specific procedures for incorporating contractor personnel suitability screening requirements into the procurement and contract oversight process;**
  - 2) Documenting the process by which a risk-level assessment is made;**
  - 3) Receiving and processing security forms to initiate required suitability investigations of contractor personnel;**
  - 4) Adjudicating the results of pre-employment and suitability investigations and advising the COTR and other offices on a need-to-know basis of the adjudication;**
  - 5) Conducting or arranging for additional investigation, when necessary, to resolve suitability issues;**
  - 6) Providing contractor personnel an opportunity to respond to unfavorable information developed during an investigation prior to taking any unfavorable action based on that information;**
  - 7) Notifying the COTR (or if none assigned, the CO), as appropriate, in writing to deny access to contractor personnel who are found unsuitable for access to ICE facilities, sensitive information, or IT systems;**
  - 8) Tracking suitability screening investigations and maintaining security files on contractor personnel;**
  - 9) Determining, in consultation with the Program/Project Manager or COTR (if assigned), which contracts require security investigations of contractor personnel;**
  - 10) Developing, in coordination with the Office of Acquisition (OAQ) Management, the appropriate language for inclusion in solicitations, contracts, and agreements; and**
  - 11) Coordinating, as appropriate, with the COTR (if assigned) or the CO on actions to take whenever reasonably credible information is received that appears to raise a question concerning the suitability of contractor personnel.**

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### **ICE Suitability Screening for Contractor Personnel**

**7.3. The Office of Acquisition Management and ICE Program Offices are responsible for the following:**

- 1) The Program/Project Manager or originator of the procurement request is responsible for coordinating with the OAQ Management and PSU to ensure that all proposed solicitations and contracts are reviewed to determine whether contractor personnel will require access to ICE facilities, and/or sensitive IT systems;
- 2) The OAQ Management is responsible for ensuring that whenever a solicitation, contract, or agreement requires investigation of any contractor personnel, the document contains language sufficient to achieve this objective in an orderly and expeditious manner. The document shall also contain language to allow ICE to deny contractor personnel access to ICE facilities, sensitive information, or IT systems if the PSU determines the contractor personnel is unsuitable;
- 3) The OAQ Management and the Program/Project Manager are responsible for ensuring that the PSU and the COTR are notified whenever there is a change in the status (e.g., replaced, extended, defaulted, terminated, etc.) of an existing contract that makes contractor personnel subject to investigation;
- 4) The Program/Project Manager is responsible for notifying the COTR and OAQ of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 5) The COTR or (if none assigned) the Contracting Officer is responsible for notifying PSU of any reasonably credible information received that may raise a question about the suitability of any contractor personnel;
- 6) The Program/Project Manager is responsible for ensuring that the PSU is advised of any contracts in which access to ICE facilities, sensitive information, or IT systems will be completed in 90 days or less;
- 7) The Program/Project Manager is responsible for coordinating with the security office to establish risk levels for all positions;
- 8) The COTR or (if none is assigned) the Contracting Officer is responsible for notifying the PSU if the status of contractor personnel changes in any way; and
- 9) The Program/Project Manager is responsible for ensuring the contracting company is notified of the results of the suitability screening for individual contractor personnel.

**7.4. The Office of the Chief Information Officer (OCIO) is responsible for ensuring that all IT systems acquisition documents, including existing contracts, include appropriate IT security requirements and comply with DHS and ICE IT security policies.**

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**ICE Suitability Screening for Contractor Personnel**

- 7.5. The Program/Project Manager** is responsible for coordinating with the OPR PSU to determine the applicable contractor personnel suitability and security investigative requirements needed under a particular contract prior to the Contracting Officer's issuance of the solicitation prospective. This requirement applies to any proposed agreements with outside parties that could result in non-ICE personnel having access to ICE facilities, sensitive information, or IT systems.
- 7.6. The COTR is responsible for the following:**
- 1) Ensuring that the contract company submits completed security forms and information on behalf of each of its contractor personnel (including prospective subcontract employees) subject to a security investigation as required by the applicable contract;
  - 2) Ensuring that the PSU is notified whenever contractor personnel have completed the work as required under the contract or leave their position with the contractor;
  - 3) Ensuring the forms required for investigations of contractor personnel are completed and submitted to the PSU prior to granting contractor personnel or subcontractor personnel access to ICE facilities, sensitive information, or IT systems;
  - 4) Coordinating with the Contracting Officer to ensure, at the direction of the PSU, that appropriate actions are taken to address any questions that arise regarding the suitability of any contractor personnel. Appropriate actions may include, but are not limited to, temporarily denying the contractor personnel access to ICE facilities, sensitive information, or IT systems pending resolution of the issue(s) raising a question of suitability;
  - 5) Ensuring, at the direction of the PSU, that appropriate action which may involve excluding the contractor personnel from working on any aspect of the ICE contract is taken when contractor personnel are found unsuitable for access to ICE facilities, sensitive information, or IT systems; and
  - 6) Ensuring the OPR PSU is notified when derogatory information which may affect the status of any contractor personnel is revealed, discovered, or reported.

## **8. PROCEDURES.**

### **8.1. General Investigative Standard for Contractor Personnel.**

- 1) Prior to commencement of any work under a contract with ICE, all contractor personnel will be evaluated for suitability for access to ICE facilities, sensitive information, and IT resources. This screening process is required for every position; is conducted by personnel security specialists; and serves to protect the interests of ICE. The type of PSI necessary under this process will be commensurate with the nature and the risk level of the positions as described in the *Investigations Matrix*

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#### **ICE Suitability Screening for Contractor Personnel**



(see attachment). ICE reserves the right to restrict contractor personnel access to ICE facilities, sensitive information, and IT systems.

- 2) A security clearance determination of whether contractor personnel should be eligible for access to classified information is a process separate and distinct from the suitability determination and is conducted in accordance with DHS MD 11035, ISP.
- 3) ICE will afford fair, impartial, and equitable treatment to all contractor personnel through the consistent application of suitability standards, criteria, and procedures as specified in applicable laws, regulations, and orders.
- 4) The minimum investigation standard for ICE contractor personnel requiring unescorted facility access on a recurring basis will be the NACI. This investigative standard will meet the requirements of HSPD-12. Prior to being given access to ICE facilities, sensitive information, or IT systems, contractor personnel must first have received a favorably adjudicated suitability determination as described in Section 8.1.1 above. The suitability determination may be conducted prior to or concurrently with a NACI investigation.
- 5) For contractor personnel processed in accordance with DHS MD 11035, ISP, the investigative standard for access to secret classified information will be an MBI. The minimum investigative standard for access to top secret classified information will be an SSBI.
- 6) Exception: An exception may be granted for contractors, subcontractors, vendors and others who do not require access to IT systems, but require temporary (less than 6 months), unescorted facility access, in which case they shall undergo a fingerprint-based criminal history records check and a citizenship check. This is considered the only exception to HSPD-12 investigative requirements.

**8.2. EOD Determinations.** A favorable EOD determination allows contractor personnel to commence work before the required personnel security investigation is completed. The EOD determination does not substitute for the required personnel security investigation. In addition, if contractor personnel for a High Risk IT position (for example, system administrator, programmer, hardware technician, or firewall manager) receive a favorable EOD determination, the contractor personnel may only perform duties equivalent to Moderate Risk positions until the required background investigation is completed.

**8.3. Risk Assessment.**

- 1) The PSU and the Program/Project Manager shall determine the risk level for each contractor personnel position. The risk level is based on an overall assessment of the damage an untrustworthy contractor personnel could cause to the efficiency and/or integrity of ICE operations. When determining risk levels, the duties of contractor personnel may be compared to those of ICE employees in similar positions.

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**ICE Suitability Screening for Contractor Personnel**

- 2) Contractor personnel having access to ICE facilities, IT systems, or Sensitive Information will receive an appropriate suitability screening based on the risk level of the position. See Section 5.16 above for descriptions of Risk Levels.

**8.4. Adjudication Criteria.** Suitability determinations are to be made in accordance with the following criteria:

- 1) Specific factors. When making a suitability determination, the following may be considered a basis for finding contractor personnel unsuitable:
  - a) Misconduct or negligence in employment;
  - b) Criminal or dishonest conduct;
  - c) Material, intentional false statement or deception, or fraud in examination or appointment;
  - d) Refusal to furnish testimony;
  - e) Alcohol abuse of a nature and duration which suggests that the contractor personnel would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others;
  - f) Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
  - g) Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force; and/or
  - h) Any statutory or regulatory bar which prevents the lawful employment of the contractor personnel involved in the position in question.
- 2) Additional considerations. In making a suitability determination, ICE shall consider the following additional considerations to the extent OPR PSU deems them pertinent to the individual case:
  - a) The nature of the position for which contract personnel are applying or are employed;
  - b) The nature and seriousness of the conduct;
  - c) The circumstances surrounding the conduct;
  - d) The recency of the conduct;
  - e) The age at the time of the conduct;

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**ICE Suitability Screening for Contractor Personnel**

- f) The contributing societal conditions; and/or
  - g) The absence or presence of rehabilitation or efforts toward rehabilitation.
- 3) A contractor personnel's eligibility may be cancelled or they may be denied employment or removed if there is an unsuitability determination.

#### **8.5. Citizenship and Residency Requirements.**

- 1) Only U.S. citizens are eligible for employment on contracts requiring access to ICE IT systems or involvement in the development, operation, or management of ICE IT systems, unless an exception is granted in accordance with the procedures set forth in section 8.10 (2) of this directive. Exceptions to this policy must be obtained for any non-U.S. citizens, including Foreign Nationals (FN's) and Foreign Service Nationals (FSN's) for whom access to ICE or DHS systems is needed. Lawful permanent residents are not U.S. citizens.
- 2) Any contractor personnel who has resided outside of the United States for more than two of the last five years preceding their employment with ICE, must provide ICE with references, all of whom must be U.S. citizens, who can verify her or his reportable activities (for example, places of residence, educational institutions attended, etc.) outside the United States during this period. Sufficient information must be available to permit an investigation to be conducted to the same standard as would be required if the contractor personnel resided within the United States or the contractor personnel will be ineligible to work on the contract. Exceptions to the residency requirement may be made if the contractor personnel work or worked for the United States overseas in a Federal or Military capacity or was a dependent of a Federal or Military employee serving overseas during the period in question.

#### **8.6. Retroactive Effect.**

- 1) Contractor personnel who have been investigated and approved by ICE prior to the issuance of this Directive, but whose investigation is not commensurate with the risk level indicated in the "Investigations Matrix" (see attachment), must be scheduled for an updated investigation not later than twelve (12) months after the issuance of this Directive. Such contractor personnel are eligible to maintain access for one (1) year or less provided performance is under the existing contract (to include exercise of options) and the risk-level of the assigned position does not change.
  - a) These contractor personnel cannot perform work under a different contract or at a different risk level when performing under the same contract until the investigative requirements set forth in the "Investigations Matrix" (see attachment) are met.
  - b) After a re-compete and award on the same contract, contractor personnel must meet the required background investigation standards as set forth in the

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#### **ICE Suitability Screening for Contractor Personnel**

*Investigations Matrix* (see attachment) that is commensurate with the risk level of their position.

- 2) Contractor personnel currently working on an ICE contract who have not been investigated prior to the issuance of this Directive must meet the investigative standard. The required personnel security investigation on these individuals must be scheduled not later than six months after issuance of this Directive. Contractor personnel may continue to work while the investigation is in process.
  - 3) Lawful permanent residents who have been investigated and approved by ICE prior to the issuance of this Directive to work on unclassified contracts that involve access to or assisting in the development, operation, management, or maintenance of ICE IT systems may remain in the present position. However, they are not eligible to (1) transfer between contracts; (2) transfer to another position at a higher risk level; or (3) remain on a contract after a re-compete and award unless a waiver is granted in accordance with Section 8.10.
- 8.7. Reinvestigations.** Contractor personnel in High Risk positions will be reinvestigated every 5 years or more frequently as circumstances warrant. Contractor personnel in Moderate or Low Risk positions are required to be reinvestigated every 10 years, unless specific derogatory information is received that would warrant an earlier reinvestigation.
- 8.8. Standards for Using Previous Investigations.** Whenever practical, ICE will use previous investigations conducted by DHS components to reduce the number of investigation requests, associated costs, and unnecessary delays.
- 1) ICE will use previous investigations conducted at the same risk levels, subject to the 5-year and 10-year reinvestigation requirements, by other DHS components with appropriate updates to documentation on file for transfers within DHS. Previous investigations will be obtained and/or reviewed in conjunction with other appropriate checks to make a suitability decision for employment. If the investigation is unavailable for review, a new and appropriate investigation will be completed.
  - 2) Any investigation conducted by or for another Federal agency on a contractor that is of the same or higher type and scope as the one required is sufficient to meet the investigative requirements if it was conducted within the past 5 years. The investigation will be obtained and/or reviewed in conjunction with pre-employment checks to make a suitability decision for employment. If that investigation is unavailable, new security forms will be obtained, preliminary checks will be completed and a new and appropriate investigation will be completed.
- 8.9. Adverse Information and Revocation of Access.**
- 1) When adverse information is uncovered in the course of an investigation, the scope of the inquiry will normally be expanded to the extent necessary to obtain such additional information as may be required to determine whether the contractor's

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**ICE Suitability Screening for Contractor Personnel**

personnel may be granted unescorted access to ICE facilities and/or sensitive information.

- 2) Contractor personnel on whom unfavorable or derogatory information has been uncovered must be presented with the information and offered an opportunity to refute, explain, clarify, or mitigate the information in question. If a determination of ineligibility is made, the individual will be formally notified and informed of the reason(s).
- 3) Adverse information may not be disclosed to the employer of the contractor personnel. When a final determination has been made, the employer shall be informed, simultaneously with notification to the affected individual, that the contractor personnel is ineligible to render services or otherwise perform under the contract.

#### **8.10. Waivers and Exceptions.**

- 1) Operational, physical, or unforeseen circumstances may prevent or preclude the implementation in a timely manner of some of the requirements of this Directive. In such cases a waiver or exception to the stated requirements may be requested. The waiver or exception request must be in writing and addressed to the ICE Chief Security Officer (CSO) and identify a compelling reason for issuance of a waiver or exception. Access will not be granted under the waiver or exception process until the waiver or exception is approved by the ICE CSO.
- 2) Exceptions to the U.S. citizenship requirement noted in section 8.5 (1) of this directive are treated separately from standard exceptions and waivers. Since access for foreign nationals is normally a long-term commitment, citizenship exceptions may only be granted by the Assistant Secretary or their designee, with the concurrence of both the DHS CSO and DHS CIO or their designees. In order for the exception to be granted:
  - a) The individual must be either a Lawful Permanent Resident of the United States or a citizen of any nation on the Allied Nations List maintained by the Department of State.
  - b) All required security forms specified by DHS and any necessary background check must be satisfactorily completed.
  - c) There must be a compelling reason for using the individual as opposed to a U.S. citizen.
  - d) The exception must be in the best interest of DHS.

Requests for exceptions must be in writing utilizing Attachment J of the DHS 4300A Sensitive Systems Handbook.

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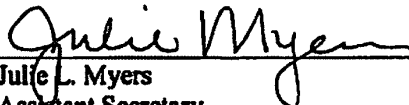
#### **ICE Suitability Screening for Contractor Personnel**

- 3) Requests for waivers or exceptions to any other requirement set forth herein, to include surge support and resource issues, must be submitted in writing to the ICE CSO. Waiver or exception requests must include a justification and will be considered on a case-by-case basis.

9. **ATTACHMENT. Investigations Matrix.**

10. **NO PRIVACY RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved:

  
Julie L. Myers  
Assistant Secretary  
U.S. Immigration and Customs Enforcement

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ICE Suitability Screening for Contractor Personnel

**ATTACHMENT**  
**Investigations Matrix**

RISK LEVEL	SECURITY FORMS REQUIRED	TYPE OF INVESTIGATION REQUIRED		PRELIMINARY CHECKS REQUIRED FOR EOD DETERMINATION	
		IT Positions	Non-IT Positions	IT Positions	Non-IT Positions
HIGH	-SF 85P -FD 258 -Credit Release Form -SF 85P-S <sup>1</sup> -OF 306	Background Investigation (BI) <sup>2</sup>	Background Investigation (BI)	Favorable Review of Forms  Favorable fingerprint & credit  Scheduling of the BI  (Only eligible for access to the Moderate Risk Level)	Favorable Review of Forms  Favorable fingerprint & credit  Submission of the BI
MODERATE		Minimum Background Investigation (MBI)	Minimum Background Investigation (MBI)	Favorable Review of Forms  Favorable fingerprint & credit  Scheduling of the MBI	Favorable Review of Forms  Favorable fingerprint & credit  Submission of MBI
LOW <sup>3</sup>	-SF-85P -FD-258 -Credit Release Form -OF 306	Not applicable  No IT positions are "Low Risk"	NACI Favorable Review of Forms  Fingerprint and Name Check	Not applicable  No IT positions are "Low Risk"	Favorable Review of Forms  Favorable fingerprint & credit Submission of NACI <sup>3</sup>

<sup>1</sup> Only Weapons-Carrying Contract Guards must complete the SF 85P-S in addition to SF 85P.

<sup>2</sup> IT Positions or detail assignments that require access to Sensitive But Unclassified information or Law Enforcement Sensitive Information, i.e. TECS.

<sup>3</sup> NACI must be initiated and a favorable fingerprint check completed prior to the issuance of a DHS Personal Identity Verification (PIV) Card.

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**ICE Suitability Screening for Contractor Personnel**

Attachment 7 - E-QIP Instructions and Forms

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HSCEDM-18-D-00001

**READ THIS BEFORE COMPLETING THE BACKGROUND INVESTIGATION  
FORMS INCLUDED IN THIS PACKET**

Office of Professional Responsibility  
U.S. Department of Homeland Security  
24000 Avila Road, Room 5260  
Laguna Niguel CA 92677



**U.S. Immigration  
and Customs  
Enforcement**

Dear Applicant:

The U. S. Immigration and Customs Enforcement (ICE) used the Electronic Questionnaire for Investigations Processing (e-QIP), in lieu of paper versions of the SF-86, Questionnaire for National Security Positions and SF-85P, Questionnaire for Public Trust Positions. The e-QIP System is a web-based automated system that allows applicants to electronically enter, update, and transmit their personal investigative data over a secure Internet connection to the ICE Personnel Security Unit.

We request that you go to the following OPM-IS website: [www.opm.gov/e-qip](http://www.opm.gov/e-qip) to enter the Electronic Questionnaires for Investigations Processing (e-QIP) Gateway. Please note that e-QIP is not compatible with MacIntosh computers. Also, it is recommended you download Adobe Acrobat Reader 7.0 to avoid printing problems. Once you have entered the e-QIP website, please read the "Quick Reference Guide for the Applicant," prior to proceeding further. Once you finish reading the quick reference guide, go to the e-QIP Applicant Site and follow the prompts.

The prompts will ask you to answer the following three (3) default Golden Questions:

- 1) What is your LAST name?
- 2) In what four-digit YEAR were you born?
- 3) In what CITY were you born? **Enter "Unknown" as the answer to the question "In what city were you born".**

***NOTE:** If you previously completed the e-QIP version of the SF-86 or SF-85P, you will be prompted to answer the Golden Questions that you previously selected. If you do not remember the answers to these questions, you must contact the ICE Personnel Security Unit (ICE PSU) to have your Golden Questions reset. The ICE-PSU may be contacted via email or phone (ICE-Personnel-Security@dhs.gov / 866-731-5039). It is strongly recommended that you change your golden questions and answers to combinations that only you know.*

**Note:** National Security Directive 63 requires ten (10) years of information for the following questions on the Standard Form (SF) 86, "Questionnaire for National Security Positions."

9. Where You Have Lived
10. Where You Went To School
11. Your Employment Activities
22. Your Employment Record
23. Your Police Record
24. Public Record Civil Court Action



Once you have completed the electronic SF-86 or SF-85P, you will need to verify the information by clicking the "Certify" button. This step certifies that you have provided correct and accurate information. After you have certified the information, you will be able to print a copy. You are required to provide 2 sets of the completed electronic form to the ICE PSU. We recommend you print a copy to retain for your own records. You MUST print, sign, and date the Signature Form, Authorization for Release of Information, and Authorization for Release of Medical Information. If you do not provide 2 complete sets, including the signature and release forms, to the ICE PSU, your package will be rejected and you will have to reenter the information online and resubmit. In addition to completing the electronic SF-86 or SF-85P, you MUST complete and submit the following:

DHS 11000-9 Credit Disclosure  
Foreign National Relative and Associate Statement  
Optional Form 306, Declaration of Federal Employment  
FD 258 Fingerprint Charts (2)

Your background investigation cannot be initiated without all required forms to include the fingerprint charts. You must be fingerprinted by an authorized fingerprinting official using the required fingerprint charts. If you are located in the Washington, D.C. area, you may be fingerprinted in the Fingerprint & ID Unit at the Chester A. Arthur Building (CAB), 425 I Street, NW, Monday through Friday between 8AM and 3PM. No appointment is necessary. The required fingerprint charts, included in your package, are also available at the CAB. Some local police departments also provide fingerprinting services.

Please complete the electronic form within 5 days. Complete packages must be received in this office within 10 days of completing the electronic SF-86 or SF-85P. After completing all required forms (electronic and paper) to include the fingerprint charts, coordinate submission of the complete package with your contract company and your responsible ICE Contracting Officer's Technical Representative/Contracting Officer's Representative (COTR/COR). If you fail to go online and/or fail to submit a complete package in a timely manner, ICE may discontinue processing without further notice. You will then need to coordinate with your Contract Company and COTR/COR regarding the possibility of further consideration.

Congratulations on your selection! We are looking forward to you becoming a productive member of the ICE Team.

Theresa Creagh  
Supervisory Personnel Security Specialist  
Personnel Security Unit



Version 1.07

## e-QIP Checklist

Please complete each step below before submitting your e-QIP forms!

### Setup Steps

- ☐ IBM Compatible Computer
- ☐ Need Adobe Acrobat 7.0
- ☐ Enable Web Browser & TLS 1.0

### Helpful Hints/Actions

MacIntosh is not compatible  
 Download at [www.adobe.com](http://www.adobe.com)  
 Refer to e-QIP Quick Reference Guide

### STEP 1 - e-QIP Navigation

- ☐ Log on to [www.opm.gov/e-qip](http://www.opm.gov/e-qip).
  - o Click on Enter e-QIP applicant site
  - o A "browser checker" will test your computer's compatibility.
  - o You will be prompted to change the TLS settings, if necessary.
  - o If you are ready to proceed, click "Continue."
- ☐ Enter your social security number and click "submit".
- ☐ Single click on box that states: "Allow me to see my Golden Answers as I type them."
  - o If you change your Golden Questions, make sure that you can remember the answers to those questions.
- ☐ Enter golden questions:
 

<ul style="list-style-type: none"> <li>o In what city were you born?</li> <li>o What is your last name?</li> <li>o In what year were you born?</li> </ul>	<b>Answer golden questions:</b> *Enter: Unknown Make sure first letter is Capitalized Enter: Four-digit year: _ _ _ _
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*\*If you tried entering unknown and you get an error message, then enter in your actual city of birth.*

*If you do not remember the answers to these questions, you must contact our office to have your Golden Questions reset.*

*If you previously completed the e-QIP version of the SF-86 form, you will be prompted to answer the Golden Questions that you selected previously.*

### STEP 2 - Data Entry

- ☐ Enter data and save
  - o If you receive errors or warnings, check for the following:
    - Look for gaps and/or missing information, and then make additions or corrections.
    - Other problems – see Quick Reference Guide

**STEP 3 - Validate, Review & Certify**

- **Validate and review**
  - Use navigation pull-down menu and select validate, review and certify.
  - Correct all errors at this point (if any).
  - Select GO.
- **Certify**
  - Single click "Certify Investigation Request" button.

**STEP 4 - Certify My Answers are True**

- **Certify My Answers are True**
  - Go to navigation menu, select "Certify That My Answers Are True"
  - Click GO. (This locks your answers)

**STEP 5 - Display & Print**

- Step One: Display archival copy
- Step Two: Print 3 sets of the archival copy
- Step Three: Display the signature forms
- Step Four: Print 3 copies of the signature forms, then sign and date the forms

**STEP 6 - Release to Agency**

- Click button to "Release Request/Transmit to Agency"

**You will not be able to access e-QIP after this point, and your golden questions will change to invalid questions.**

**STEP 7 - Send Forms to Agency**

- Send required number of copies (review letter for number of copies you need to submit) of your e-QIP archival Copy and signature forms (signed and dated) with your other pre-employment forms to the Office of Professional Responsibility, Personnel Security Unit, Laguna Niguel CA .

*For technical support: Refer to the e-QIP Quick Reference Guide first, then for computer technical problems only, call the OPM Help Line: 1-866-631-3019.*

## ELECTRONIC QUESTIONNAIRES FOR INVESTIGATIONS PROCESSING



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### QUICK REFERENCE GUIDE FOR THE APPLICANT



U.S. Immigration and Customs Enforcement (ICE)  
Office of Professional Responsibility  
Personnel Security Unit

***Questions? Please contact:***

Department of Homeland Security  
U.S Immigration and Customs Enforcement  
1-866-731-5039  
E-mail: ICE-Personnel-Security@dhs.gov

## **Web Browser Requirements**

If using Microsoft Internet Explorer (IE), you must have version 5.5 or later, with Service Pack 2. Internet Options for IE should be set as follows:

- **Enable JavaScript**
- **Enable Cookies**
- **Enable Scripting**
- **Enable TLS 1.0** (this option is disabled by default.).

To enable TLS 1.0 in IE, on the top menu:

- Select **TOOLS**
- Select **INTERNET OPTIONS**
- Select the tab labeled **ADVANCED**
- Scroll down to the section labeled **SECURITY**
- Check the box to enable **TLS 1.0**
- Click the **OK** button to save

If using AOL, open a separate window in IE (outside AOL) and set TLS 1.0 following the instructions above; or directly within AOL, go to the top menu in AOL, then:

- Select **SAFETY**
- Select **SETTINGS**
- Select **INTERNET PROPERTIES**
- Under **RELATED SETTINGS**, select **INTERNET EXPLORER SETTINGS**, then the **ADVANCED** tab
- Scroll down to **SECURITY**
- Check **TLS 1.0**
- Click the **APPLY** and **OK** buttons
- Click **SAVE** in the AOL Browser Settings box

If you are using Mozilla, you must have at least version 0.9.4. Although security settings may already be defaulted to the proper values, you should verify so by following this process:

- Select **EDIT**
- Select **PREFERENCES**
- Select **PRIVACY AND SECURITY**
- Select **SSL**
- Under **SSL Protocol Versions**, enable **SSL VERSION 2**, **SSL VERSION 3**, and **TLS**

Mozilla users must also verify that they are enabled to use cookies. To do so, go to your browser's toolbar and verify in the following order:

- Select **EDIT**
- Select **PREFERNCES**
- Select **PRIVACY AND SECURITY**
- Select **COOKIES**
- Ensure that either **ENABLE COOKIES FOR THE ORIGINATING WEBSITE ONLY** or **ENABLE ALL COOKIES** is checked

e-QIP is also compatible with Netscape Navigator, version 6.1 or later. If you are using JAWS screen-reading software, please note that JAWS requires the use of Internet Explorer, version 5.5 or later.

## **Getting Started**

1. Start your internet browser and enter the following URL website address: [www.opm.gov/e-qip/](http://www.opm.gov/e-qip/)
2. The e-QIP Gateway Page will appear. Scroll down and click the link labeled **e-QIP APPLICANT SITE**.
3. A "browser checker" utility will automatically run and test your computer for e-QIP compatibility. Click the **CONTINUE** button to proceed to the application. (If after doing so you receive the error message "Page Cannot Be Displayed," please follow the previous instructions to enable TLS 1.0.)
4. A Security Alert box will appear, asking "Do you want to proceed?" Click the **YES** button with the mouse, or type <CTRL Y> to continue.
5. The e-QIP Welcome Screen will appear. Enter your Social Security Number in the text entry boxes, and click the **SUBMIT** button to logon to the e-QIP applicant site.

6. Answer the three (3) default Golden Questions and then you may create new Golden Questions and Answers on the next page (please see the applicable section inside this brochure for further information).
7. Click the highlighted link that says: Enter Your Data.
8. Complete the SF-86 questions and save as instructed. Validation of your data will occur after every screen save.
9. Be sure to CERTIFY/SUBMIT your form when your form is complete.
10. Print out the release forms and certification for your signature. These signature forms need to be returned to your hiring agency. You may also print out an archival copy for your own records. (If you are having difficulty opening the forms to print, right click on the link, choose SAVE AS, and then save the file on your computer. Open up the Adobe Acrobat reader program separately in its own window (not through Internet Explorer), and then open the file you saved in order to print it out.

### **Choosing Your Golden Questions/Answers**

It is YOUR RESPONSIBILITY to provide and remember Golden Questions unique to you. Golden Questions enable e-QIP to verify your identity. Create a combination of Golden Questions that only you can know the correct answers to in order to assure that no one can attempt to impersonate you on the e-QIP system. Please carefully consider who else may possibly know the answer to each possible Golden Question you enter. Please remember that it may be 5 years before you return to the e-QIP system for a future reinvestigation.

### **Entering Your Golden Questions/Answers**

After you have selected your set of Golden Questions/Answers, enter each Question under a "Question" header and enter the corresponding Answer under the "Answer" block directly under that question. You must provide a non-blank answer for each question you provide, and vice versa. You must provide three Golden Questions.

It is *your responsibility* to protect the answers to your Golden Questions. Golden Answers are your "password" to the e-QIP system. The text entry fields for Golden Answers are not password protected to allow for more accurate entry of your answers. Asterisks automatically mask Golden Answers, but if you choose, you can view your answers while typing them by clicking the ALLOW ME TO SEE MY GOLDEN ANSWERS checkbox. Do not allow someone to see your computer screen while your answers are on the screen. If someone acquires your answers, they will be able to logon to the e-QIP system under your identity, allowing them to access your personal data.

### **Entering Your Data**

**First Time Data Entry:** Prior to entering data for the first time, read the instructions on the "Form Completion Instructions" screen. Indicate that you have read and understand the document by clicking the corresponding button. You will then be shown a disclaimer screen that provides additional instructions required by Executive Order 12968. You will need to indicate that you have read and understand the additional instructions by clicking the corresponding button.

**Question Navigation:** You may use the Navigation pull-down menu to go to any question, in any order by selecting the item and clicking GO. The navigation menu is located in the top right-hand corner of the screen.

**Errors and Warnings:** After clicking SAVE, if the system displays the same screen with "Validation Results" listed at the top, you must correct the data you have just entered. You will only get validation messages if you have not answered a question appropriately.

For validation "Error" messages, you may correct your data by scrolling to the appropriate field and editing. After making corrections, click the SAVE button at the bottom of this page to save your changes.

For validation "Warning" messages, you may either provide the requested information or click the EXPLAIN button next to the message to explain why the information cannot be supplied. Upon clicking EXPLAIN you may provide an explanation in the text field or check the box labeled I DO NOT KNOW THE REQUESTED INFORMATION.

After choosing an action, click the SAVE button to save your changes.

For validation "Error" and "Warning" messages, you may also choose to click the SAVE/CONTINUE button. If you click SAVE/CONTINUE, you may advance to the next question screen and correct the information at a later time prior to the final submission of your form. If you make a mistake and want to start over on a given screen, click on the RESET THIS SCREEN button at any time prior to clicking the SAVE button. When you are finished and ready to proceed, click the SAVE button. Upon clicking SAVE, your information will be submitted and you will proceed to the next screen.

### **Displaying Your Data**

When you are ready to display and/or print your SF-86 information that has been entered into e-QIP, select the "Display" command from the top banner (located in the upper left-hand corner). By selecting "Display", a new browser window will appear using Adobe Acrobat Reader. This window will generate a .PDF file which will display on the screen all the data that has been entered up to that point. If desired, you can print the displayed data by first selecting FILE, and then PRINT from the new browser window. You can also save a copy of the displayed data to your own floppy disk. To do so, click on the floppy disk icon to save the file. If you are having difficulty printing your forms, please see the instructions outlined in the "Getting Started" section of this brochure.

### **Validating Your Data**

Although the e-QIP system will automatically validate your data after every screen save, you may also do a manual validation. To do so, go to the navigation pull-down menu and select **VALIDATE, REVIEW, AND CERTIFY**, then select **GO** to the right of the pull-down menu, and the system will take you to that screen. The validation results may show errors that need to be corrected. Read the validation results and the associated errors. To correct your answers, use the navigation pull-down menu to go to the question that needs to be edited, make the necessary changes, and click the **SAVE** button.

### **Listing Expected Attachments**

You should create a list of attachments that you expect to provide to your employing agency. Everyone will have a standard set of attachments such as the SF-86 General Release form, resume, OF 306, etc. There may be additional attachments depending on what position you are applying for. Ask your agency if you are not sure what attachments you are required to provide.

To create your list of expected attachments, go to the navigation pull-down menu and select **EXPECTED ATTACHMENTS**. Then select **GO** to the right of the pull-down menu, and the system will take you to that screen. (You will be shown this automatically if you complete your SF-86 form in sequence. If you choose to skip from question to question, you will need to select this command manually.)

This screen allows you to create, delete, and/or edit a list of expected attachments that you will send with your request. Please write your Social Security Number on every piece of paper that you plan to give to your employing agency. You may either mail, drop off, or fax your attachments to your agency, along with your signature forms.

### **Certifying Your Data**

When you have completed all the questions on the SF-86 and are ready to submit, select the **CERTIFY THAT MY ANSWERS ARE TRUE** command from the navigation menu at the top of the screen and click on **GO**. Ensure that you have completely entered your data, validated your data for errors, and reviewed your data for correctness. Follow the instructions on the "Certify" screen.

Certify that the answers you provided on the questionnaire are correct and accurate. After certification, your answers to the questionnaire will be locked and unavailable for editing. Select **DISPLAY** in the upper-left hand corner of the screen to generate a .PDF printable copy of your SF-86 data, release forms, and certification statement. Your computer must have Adobe Acrobat in order to view a .PDF file; this free software download is available at: [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html)

**You are required to print the release form(s) and the certification statement.** If you do not have a printer, you should consult your agency and ask for assistance. After printing, please sign them (preferably in black ink) and return the originals to your agency.

After you have successfully certified your form and released it to your agency, you cannot change your data. However, the next time you need access to e-QIP, such as for a future reinvestigation, most of your data will repopulate the e-QIP form, eliminating the need to reenter all of your data.

## ADDENDUM TO REVISED FORM 86 – “QUESTIONNAIRE FOR NATIONAL SECURITY POSITIONS”

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Some of the questions on the revised SF-86 specify a time frame, or investigative scope of seven (7) years. This time frame is not consistent with the National Security Directive (NSD) 63, “Single Scope Background Investigations”, dated October 21, 1991. Accordingly, the Office of Personnel Management has issued interim instructions that require a ten (10) year time frame for specific questions on the SF-86 for those cases in which the form is being completed for a single scope background investigation (SBI).

The following questions on the revised SF-86 should be answered with a ten (10) year time frame for the case to meet the NSC 63 standards:

- 9 Residences
- 10 Schools
- 11 Employment
- 12 References
- 21 Medical
- 22 Discharges
- 23 Police Record
- 29 Court Actions

\* \* \* \* \*

I acknowledge that I have read and understand that some questions on the SF-86 specify a time frame of seven (7) years, which is not consistent with the NSC 63 Standards for Single Scope Background Investigations. Accordingly, the specified questions on this addendum are to be answered with a ten (10) year time frame to meet the NSC 63 Standards.

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# Declaration for Federal Employment

HSCEDM-10-D-00001  
Form Approved  
OMB No. 3206-0182

## Instructions

The information collected on this form is used to determine your acceptability for Federal and Federal contract employment and your enrollment status in the Government's Life Insurance program. You may be asked to complete this form at any time during the hiring process. Follow instructions that the agency provides. If you are selected, before you are appointed you will be asked to update your responses on this form and on other materials submitted during the application process and then to recertify that your answers are true.

All your answers must be truthful and complete. A false statement on any part of this declaration or attached forms or sheets may be grounds for not hiring you, or for firing you after you begin work. Also, you may be punished by a fine or imprisonment (U.S. Code, title 18, section 1001).

Either type your responses on this form or print clearly in dark ink. If you need additional space, attach letter-size sheets (8.5" X 11"). Include your name, Social Security Number, and item number on each sheet. We recommend that you keep a photocopy of your completed form for your records.

## Privacy Act Statement

The Office of Personnel Management is authorized to request this information under sections 1302, 3301, 3304, 3328, and 8716 of title 5, U. S. Code. Section 1104 of title 5 allows the Office of Personnel Management to delegate personnel management functions to other Federal agencies. If necessary, and usually in conjunction with another form or forms, this form may be used in conducting an investigation to determine your suitability or your ability to hold a security clearance, and it may be disclosed to authorized officials making similar, subsequent determinations.

Your Social Security Number (SSN) is needed to keep our records accurate, because other people may have the same name and birth date. Public Law 104-134 (April 26, 1986) asks Federal agencies to use this number to help identify individuals in agency records. Giving us your SSN or any other information is voluntary. However, if you do not give us your SSN or any other information requested, we cannot process your application. Incomplete addresses and ZIP Codes may also slow processing.

**ROUTINE USES:** Any disclosure of this record or information in this record is in accordance with routine uses found in System Notice OPM/GOVT-1, General Personnel Records. This system allows disclosure of information to: training facilities; organizations deciding claims for retirement, insurance, unemployment, or health benefits; officials in litigation or administrative proceedings where the Government is a party; law enforcement agencies concerning a violation of law or regulation; Federal agencies for statistical reports and studies; officials of labor organizations recognized by law in connection with representation of employees; Federal agencies or other sources requesting information for Federal agencies in connection with hiring or retaining, security clearance, security or suitability investigations, classifying jobs, contracting, or issuing licenses, grants, or other benefits; public and private organizations, including news media, which grant or publicize employee recognitions and awards; the Merit Systems Protection Board, the Office of Special Counsel, the Equal Employment Opportunity Commission, the Federal Labor Relations Authority, the National Archives and Records Administration, and Congressional offices in connection with their official functions; prospective non-Federal employers concerning tenure of employment, civil service status, length of service, and the date and nature of action for separation as shown on the SF 50 (or authorized exception) of a specifically identified individual; requesting organizations or individuals concerning the home address and other relevant information on those who might have contracted an illness or been exposed to a health hazard; authorized Federal and non-Federal agencies for use in computer matching; spouses or dependent children asking whether the employee has changed from a self-and-family to a self-only health benefits enrollment; individuals working on a contract, service, grant, cooperative agreement, or job for the Federal government; non-agency members of an agency's performance or other panel; and agency-appointed representatives of employees concerning information issued to the employees about fitness-for-duty or agency-filed disability retirement procedures.

## Public Burden Statement

Public burden reporting for this collection of information is estimated to vary from 5 to 30 minutes with an average of 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the U.S. Office of Personnel Management, Reports and Forms Manager (3206-0182), Washington, DC 20415-7900. The OMB number, 3206-0182, is valid. OPM may not collect this information, and you are not required to respond, unless this number is displayed.

U.S. Office of Personnel Management  
5 U.S.C. 1302, 3301, 3304, 3328 & 8716

NSN 7540-01-368-7775

Optional Form 306  
Revised January 2001  
Previous editions obsolete and unusable

Attachment 7 - E-QIP Instructions and Forms

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GEO-State 00270646

# Declaration for Federal Employment

HSCEDM-10-D-00001  
Form Approved  
OMB No. 3206-0182

## GENERAL INFORMATION

1. FULL NAME (First, middle, last) ◆	2. SOCIAL SECURITY NUMBER ◆
3. PLACE OF BIRTH (Include city and state or country) ◆	4. DATE OF BIRTH (MM/DD/YYYY) ◆
5. OTHER NAMES EVER USED (For example, maiden name, nickname, etc) ◆ ◆	6. PHONE NUMBERS (Include area codes) Day ◆ Night ◆

## Selective Service Registration

If you are a male born after December 31, 1959, and are at least 18 years of age, civil service employment law (5 U.S.C. 3328) requires that you must register with the Selective Service System, unless you meet certain exemptions.

- 7a. Are you a male born after December 31, 1959? ☐ YES ☐ NO If "NO" skip 7b and 7c. If "YES" go to 7b.  
7b. Have you registered with the Selective Service System? ☐ YES ☐ NO If "NO" go to 7c.  
7c. If "NO," describe your reason(s) in item #16.

## Military Service

8. Have you ever served in the United States military? ☐ YES Provide information below ☐ NO  
If you answered "YES," list the branch, dates, and type of discharge for all active duty.  
If your only active duty was training in the Reserves or National Guard, answer "NO."

Branch	From (MM/YYYY)	To (MM/YYYY)	Type of Discharge

## Background Information

For all questions, provide all additional requested information under item 16 or on attached sheets. The circumstances of each event you list will be considered. However, in most cases you can still be considered for Federal jobs.

For questions 9, 10, and 11, your answers should include convictions resulting from a plea of *nolo contendere* (no contest), but omit (1) traffic fines of \$300 or less, (2) any violation of law committed before your 16th birthday, (3) any violation of law committed before your 18th birthday if finally decided in juvenile court or under a Youth Offender law, (4) any conviction set aside under the Federal Youth Corrections Act or similar state law, and (5) any conviction for which the record was expunged under Federal or state law.

9. During the last 10 years, have you been convicted, been imprisoned, been on probation, or been on parole? (Includes felonies, firearms or explosives violations, misdemeanors, and all other offenses.) If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
10. Have you been convicted by a military court-martial in the past 10 years? (If no military service, answer "NO.") If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the military authority or court involved.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
11. Are you now under charges for any violation of law? If "YES," use item 16 to provide the date, explanation of the violation, place of occurrence, and the name and address of the police department or court involved.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
12. During the last 5 years, have you been fired from any job for any reason, did you quit after being told that you would be fired, did you leave any job by mutual agreement because of specific problems, or were you debarred from Federal employment by the Office of Personnel Management or any other Federal agency? If "YES," use item 16 to provide the date, an explanation of the problem, reason for leaving, and the employer's name and address.	YES <input type="checkbox"/>	NO <input type="checkbox"/>
13. Are you delinquent on any Federal debt? (Includes delinquencies arising from Federal taxes, loans, overpayment of benefits, and other debts to the U.S. Government, plus defaults of Federally guaranteed or insured loans such as student and home mortgage loans.) If "YES," use item 16 to provide the type, length, and amount of the delinquency or default, and steps that you are taking to correct the error or repay the debt.	YES <input type="checkbox"/>	NO <input type="checkbox"/>

U.S. Office of Personnel Management  
5 U.S.C. 1302, 1301, 3304, 3326 & 8716

NSN 7540-01-368-7775

Optional Form 306  
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# Declaration for Federal Employment

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## Additional Questions

14. Do any of your relatives work for the agency or government organization to which you are submitting this form? (Include: father, mother, husband, wife, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, and half sister.) If "YES," use item 16 to provide the relative's name, relationship, and the department, agency, or branch of the Armed Forces for which your relative works.
- |                          |                          |
|--------------------------|--------------------------|
| YES                      | NO                       |
| <input type="checkbox"/> | <input type="checkbox"/> |
15. Do you receive, or have you ever applied for, retirement pay, pension, or other retired pay based on military, Federal civilian, or District of Columbia Government service?
- |                          |                          |
|--------------------------|--------------------------|
| YES                      | NO                       |
| <input type="checkbox"/> | <input type="checkbox"/> |

## Continuation Space / Agency Optional Questions

16. Provide details requested in items 7 through 15 and 18c in the space below or on attached sheets. Be sure to identify attached sheets with your name, Social Security Number, and item number, and to include ZIP Codes in all addresses. If any questions are printed below, please answer as instructed (these questions are specific to your position and your agency is authorized to ask them).

## Certifications / Additional Questions

**APPLICANT:** If you are applying for a position and have not yet been selected, carefully review your answers on this form and any attached sheets. When this form and all attached materials are accurate, read item 17, and complete 17a.

**APPOINTEE:** If you are being appointed, carefully review your answers on this form and any attached sheets, including any other application materials that your agency has attached to this form. If any information requires correction to be accurate as of the date you are signing, make changes on this form or the attachments and/or provide updated information on additional sheets, initialing and dating all changes and additions. When this form and all attached materials are accurate, read item 17, complete 17b, read 18, and answer 18a, 18b, and 18c as appropriate.

17. I certify that, to the best of my knowledge and belief, all of the information on and attached to this Declaration for Federal Employment, including any attached application materials, is true, correct, complete, and made in good faith. I understand that a false or fraudulent answer to any question or item on any part of this declaration or its attachments may be grounds for not hiring me, or for firing me after I begin work, and may be punishable by fine or imprisonment. I understand that any information I give may be investigated for purposes of determining eligibility for Federal employment as allowed by law or Presidential order. I consent to the release of information about my ability and fitness for Federal employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, personnel specialists, and other authorized employees or representatives of the Federal Government. I understand that for financial or lending institutions, medical institutions, hospitals, health care professionals, and some other sources of information, a separate specific release may be needed, and I may be contacted for such a release at a later date.

17a. Applicant's Signature: \_\_\_\_\_ Date \_\_\_\_\_  
(Sign in ink)

17b. Appointee's Signature: \_\_\_\_\_ Date \_\_\_\_\_  
(Sign in ink)

<b>Appointing Officer:</b> Enter Date of Appointment or Conversion MM / DD / YYYY
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18. Appointee (Only respond if you have been employed by the Federal Government before): Your elections of life insurance during previous Federal employment may affect your eligibility for life insurance during your new appointment. These questions are asked to help your personnel office make a correct determination.

18a. When did you leave your last Federal job? DATE: MM / DD / YYYY

- |   |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|
| 18b. When you worked for the Federal Government the last time, did you waive Basic Life Insurance or any type of optional life insurance?   | YES                      | NO                       | Do Not Know              |
|   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 18c. If you answered "YES" to item 18b, did you later cancel the waiver(s)? If your answer to item 18c is "NO," use item 16 to identify the type(s) of insurance for which waivers were not canceled. | YES                      | NO                       | Do Not Know              |
|   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

U.S. Office of Personnel Management  
5 U.S.C. 1302, 3301, 3304, 3328 & 8718

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